

Collective Agreement

between

AXR Operating (National) LP operating as

Beacon Hill Lodge

Local 80

and

Manitoba Government and General Employees' Union

April 1, 2017 to March 31, 2024

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*All changes appear in **bold**.

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*All changes appear in **bold**.

This agreement made this 31st day of May, 2023

between

AXR Operating (National) LP operating as

Beacon Hill Lodge

(hereinafter referred to as the “Corporation”)

party of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

party of the second part.

Preamble

The primary purpose and concern of the Employer is service to the individual resident rendered both directly through medical and nursing staff and indirectly through its auxiliary corps which comprises all other workers in the Lodge. The Union recognizes that the Employer is a health care organization devoted to the care of the aged and infirm and therefore, it is clearly understood that at all times and under all circumstances, first consideration will be given to the welfare of the resident.

WHEREAS, the Union is the certified bargaining agent for the employees of a certain unit of the Employer as described in Certification No. MLB-6039 of the Manitoba Labour Board;

AND WHEREAS, the parties hereto have bargained collectively and have mutually agreed to enter into this Agreement;

NOW, THEREFORE, this Agreement witnesseth as follows:

Article 1 Clarification of Terms

- 1:01** The word “Employee” shall mean a person covered by this Agreement.
- 1:02** The words “Employee Representative” when used in this Agreement shall mean an employee who has been appointed, elected or otherwise selected as a Union representative as provided in this Agreement.
- 1:03** The words “Executive Director” when used in this Agreement shall mean the Executive Director of the Employer at the Lodge, 190 Fort Street, Winnipeg, Manitoba.
- 1:04** The words “Probationary Employee” when used in this Agreement shall mean an employee who has not completed five hundred twenty (520) straight time hours of continuous employment with the Employer.
- 1:05**
- (a) The words “Full-time Employee” shall mean a person covered by this Agreement who regularly and recurringly works the full prescribed biweekly working hours, as set out in Article 18:01, exclusive of overtime and who has successfully completed the prescribed hourly probationary period and has gained seniority.
 - (b) The words “Part-time Employee” shall mean a person covered by this Agreement who is committed to and regularly and recurringly works less than the full prescribed biweekly hours of work, as set out in Article 18:01, and who has successfully completed the prescribed hourly probationary period and has gained seniority.
 - (c) The words “Regular Employee” shall mean a person covered by this Agreement who has attained seniority and appears on the seniority list.
 - (d) The words “Term Position” shall mean a position occupied by a full-time, part-time or casual employee for a specified period of time, up to a maximum of one (1) year for the completion of a specific job. An employee in a term position shall be returned to their former position upon completion of the term.

Subject to Article 16:09, the Employer shall provide written confirmation of the start and expiry dates of the term position prior to the employees' commencement in the position. **For any terms that are known to be more than one (1) year or for indefinite terms, the Employer will provide a copy of the posting via email to the Union Staff Representative and be available for discussion.**

- (e) The words "Casual Employee" shall mean a person who works on an irregular or non-scheduled basis and is called by the Employer to replace an absent employee or is employed for vacation relief or such other reason as the Employer may require for a specific project of a temporary nature.
 - (f) Full month of service = one hundred seventy-three point three (173.3) hours worked.
- 1:06** The words "Union Representative" when used in this Agreement shall mean the representative of the Manitoba Government and General Employees' Union.
- 1:07** The words "Local President" when used in this Agreement shall mean an employee of the Employer at 190 Fort Street, Winnipeg, so designated by terms of Article 7:01.
- 1:08** **Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.**
- 1:09** The words "Departmental Seniority" when used in this Agreement shall mean that period of time from which the employee entered the service of the Employer in his current department to the last time his name appeared on the payroll. For this purpose, departments will be as outlined in Schedule "B".

- 1:10** The words “Institutional Seniority” when used in this Agreement shall mean that period of time from the date the employee last entered the service of the Employer to the last time his name appeared on the payroll.
- 1:11** The word “Seniority” when used in this Agreement shall describe the period of time from the date when a regular employee last entered the service of the Employer to the last time his name appeared on the payroll. Seniority shall be gained by a regular employee upon successfully completing the probationary period and seniority for a part-time employee will accumulate on the basis of hours worked in relation to the normal hours worked by a full-time employee. Seniority lists shall be kept on the basis of total straight time hours worked and shall include hours accrued in accordance with Article 12:07.
- 1:12** The word “Promotion” shall mean a change of position which results in the advancement by the employee of at least one grade on the wage classification schedule.
- 1:13** The word “Transfer” shall mean a change by an employee from one position to another position within the same job title or grade on the wage classification schedule.
- 1:14** The word “Classification” shall mean a group of positions which are sufficiently similar in duties, 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 wage range.

Article 2 Purpose of Agreement

- 2:01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of employees represented by the Union. The Union will not interfere with the successful operation of Beacon Hill Lodge as a public service institution intended to provide accommodation for elderly people pursuant to the provisions of the Nursing Home Act and/or other requisite legislation.

Article 3 Recognition

- 3:01** The Corporation recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Employer at its Lodge, 190 Fort Street, Winnipeg, Manitoba in the classifications listed in the Salary Schedule hereto attached and any other classifications and/or employees that may, from time to time, come within the scope of the certificate of certification. In instances where the Employer and the Union do not agree on the inclusion or exclusion of a new position, the matter will be referred to the Manitoba Labour Board for a ruling.
- 3:02** The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit and represented by the Union, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3:03** The Union and its members recognize that the Employer is an organization devoted to the care of the sick and therefore its purpose cannot be strictly compared to commercial or industrial enterprises.
- 3:04** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union, or as stipulated in the Manitoba Human Rights Code, Section 9.
- 3:05** Representatives of the Union will have reasonable access to the employees for the purpose of investigating complaints and the administration of the Collective Agreement.
- 3:06** No person whose position is excluded from this Agreement shall be permitted to perform work of the bargaining unit that would result in the layoff of a member of the bargaining unit.

Article 4 A Union Security and Check Off of Union Dues

- 4:01** The Employer shall deduct from every employee any dues or assessments levied in accordance with the Union Constitution and pay the same to the Union as directed by the Union on or before the fifteenth day of the month. The amount of dues to be deducted will be as determined by the Union and the Union agrees to notify the Employer in writing not later than the fifteenth day of the month of any changes in dues and, in the case of an increase in dues, to furnish the Employer with the proper authorization to make such changes effective the first day of the following month.
- 4:02** The Corporation shall provide to the Union on or before the fifteenth day of each calendar month a list of the names and the date of hire of all new employees from whose wages the deductions have been made.
- 4:03** The Union will save the Employer harmless from any claims that may arise from any deduction for wages in respect of check off of monthly assessments or any action taken at the request of the Union.
- 4:04** Dues will be checked off during any period that an employee is entitled to wages.
- 4:05** Every employee entering the bargaining unit as of June 1, 1976 shall, at the date of entering the bargaining unit, sign an application for membership card and pay the current initiation fee.
- The Local President shall be granted not more than fifteen (15) minutes during the orientation period in order to familiarize new employees in the bargaining unit with the general conditions and responsibilities with respect to the Collective Agreement and to the Union. A management representative may be present during this period.
- 4:06** Every employee within the scope of this Agreement who is a voluntary member of the Union or who hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment.

Article 5 No Strike or Lockout

5:01 For the duration of this Agreement:

- (a) The Union agrees that there will be no strike as defined in Section 1, Chapter L10 of The Manitoba Labour Relations Act, taken by the employees represented by the Union, and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. Should there be a violation of this section, there shall be no discussion or negotiation of the matter in dispute between the said Corporation and the Union until normal work has been resumed.
- (b) The Corporation agrees that there will be no lockout of employees.

Article 6 Management Rights

6:01 The Union acknowledges that, subject to the provisions of this Agreement, it is the exclusive function of the Employer to operate and manage the Lodge in all respects and to:

- (a) Maintain order, discipline and efficiency and to establish and, from time to time, alter rules and regulations which shall not be inconsistent with the provisions of this Agreement and which will be observed by employees after reasonable notice has been given to the Union and the Local President or his designate;
- (b) Hire, rehire, direct, suspend, transfer, classify, promote, layoff or recall and to discipline or discharge for just and reasonable cause, provided that a claim by any regular employee that he has been unjustly or unfairly dealt with on any of the foregoing items may be subject to the grievance and arbitration procedures hereinafter provided.

- 6:02** Without restricting or limiting the generality of the preceding Sub-articles, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.
- 6:03** In administering this Agreement, the Employer shall act reasonably, fairly, and in good faith and in a manner consistent with the Agreement as a whole.

Article 7 Union Representation

7:01 The Corporation acknowledges the right of the Union to appoint, elect or otherwise select up to six (6) employee representatives as follows:

- (a) President
- (b) Chief Shop Steward
- (c) Vice President
- (d) Stewards (3)

Each employee who is appointed, elected or otherwise selected as an employee representative shall have successfully completed his probationary period of employment.

7:02 The Corporation will recognize a Union Committee composed of four (4) employee representatives appointed, elected or otherwise selected in accordance with Article 7:01 of this Agreement. The purpose of this Union Committee shall be to negotiate with the Employer for a renewal of the current Collective Agreement as hereinafter provided, to deal with grievances as hereinafter provided, and meet with the Employer as necessary to represent employee's concerns and deal with matters of mutual concern.

Upon written authorization from the employee, a member of the Union Committee shall be provided with access to information contained within the employee's personnel file.

7:03 The Union Committee will have the right at any time to have the assistance of the Union representative and/or his designate when negotiating with the

Employer for a renewal of the current Collective Agreement as hereinafter provided or when dealing with grievances as hereinafter provided.

- 7:04** Within thirty (30) days of its election of employee representatives as provided for in Article 7:01, the Union will send to the Employer, in writing, a list of all duly elected, appointed or otherwise selected employee representatives throughout the year.
- 7:05**
- (a) Employees required to be absent from work on Union business, and where such absence has been approved by the Employer, shall continue to be paid in the regular manner by the Employer. The Union shall reimburse the Employer, in a timely manner, for the costs including Health & Welfare benefit premium costs paid to the employee for the time not worked.
 - (b) If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, the Union committee shall be granted time off duty, without loss of pay, to participate in negotiations in which both the Employer and the Union are represented, subject to a maximum cost of two (2) committee members.
 - (c) The Local President or designate shall, with the consent of the Executive Director, be permitted to leave her regular duties for a reasonable length of time to investigate and process grievances. It is understood that this shall not result in any additional payment to the employee.

Article 8 Grievance Procedure

- 8:01**
- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances be resolved as quickly as possible.
 - (b) An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however 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.

- (c) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any regular employee of the Employer or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or any allegation that this Agreement has been violated.
- (d) When, as hereinafter required in this Article, a grievance is to be submitted in writing, a grievance shall be in writing on a form to be supplied by the Union, (except a grievance filed by the Employer) and such written grievance shall contain a statement of the matter complained of and of the redress sought and shall be signed by the employee submitting the grievance and his Union representative, and, in the case of a grievance submitted by the Union, same shall be signed by the Union representative or his designate and, in the case of a grievance submitted by the Employer, same shall be signed by the Executive Director or his designate.
- (e) Any time limits referred to in this Article and/or in Article 9 of this Agreement within which any procedure is required to be taken or within which any decision is required to be delivered, or within which any notice is required to be given, shall be calculated exclusive of Saturdays and Sundays and paid holidays as defined in this Agreement.

8:02 Discussion Stage

A regular employee who has a complaint shall firstly take the matter up with his immediate supervisor **or Executive Director** within seventy-two (72) hours of the time when the cause of the complaint occurred. The employee may be accompanied by his Union representative when taking the matter up with his immediate supervisor. If the complaint is not satisfactorily resolved within **five (5) business days**, the complaint may then be taken up as a grievance in the following manner:

Step 1

The employee concerned shall submit his grievance, **through his Union**, in writing to the Executive Director within five (5) **business** days of exhausting the above discussion procedures. **The Executive Director may hold a grievance hearing on this matter.** The Executive Director shall deliver his decision in writing **via email** to the Union **within five (5) business days after the hearing.**

Step 2

If the response under Step 1 is not satisfactory, the **Union** may submit the grievance to the Provincial Director **or their designate** within **five (5) business** days of receipt of the response above. The Provincial Director or their designate shall **hold a grievance meeting on this matter. Nothing within this process shall limit either party in who they have attend.** The purpose of the meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Provincial Director or designate shall deliver his decision in writing to the **Union via email** within **ten (10) business** days after the date of the meeting.

- 8:03** If the written decision of the Provincial Director or his designate in Step 2 is not satisfactory to the employee concerned and provided the complaint and grievance have been processed in the manner laid down in Article 8:02, the grievance may be taken to arbitration in accordance with Article 9.
- 8:04** Should a grievance arise out of the discharge, layoff or suspension of a regular employee or a policy of the Employer it shall proceed directly to Step 2 of the grievance procedure. It must be submitted in writing within five (5) days following the date of discharge, layoff or suspension.
- 8:05** A grievance filed by the Employer shall be filed with the Union representative or his designate within ten (10) days after the date on which the cause of the grievance occurred. The Union representative or his designate shall convene a meeting with the Provincial Director or his designate and not more than three (3) representatives of the Employer within three (3) days after the date on which the Union representative or his designate received the written

grievance. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Union representative or his designate shall deliver his decision in writing to the Provincial Director or his designate within three (3) days after the date of the meeting. If the decision of the Union representative or his designate is not satisfactory to the Provincial Director or his designate and provided the grievance has been processed in the manner laid down in this Article, the grievance may be taken to arbitration in accordance with Article 9.

- 8:06** The failure of the Union or employee to meet the time limits set out herein shall cause the grievance to expire. Failure of the Employer to meet the time limits set out herein shall permit the grievance to proceed to the next succeeding step, provided the grievance is presented at the next step within five (5) calendar days after the expiration of said time limit.
- 8:07** The foregoing time limit may be extended by written mutual consent of the Employer and the Union.

Article 9 Arbitration

- 9:01** (a) Where a difference arises between the parties to this Agreement relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, subject to Article 8, after exhausting the grievance procedure established by Article 8, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered by the party desiring to submit the difference or allegation to arbitration to the other party within seven (7) days after the date of receipt of the written decision as provided in Articles 8:02 (Step 2), 8:04, 8:05, 8:06 or 8:07, as the case may be.
- (b) Where the party initiating the arbitration wishes to request arbitration by a single arbitrator, the notice referred to in Article 9:01(a) shall so state:

- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
 - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach an agreement on the selection of a single arbitrator within ten (10) working days, the party initiating arbitration may submit the name of its appointee to the Board of Arbitration in accordance with Article 9:01(c) within ten (10) working days.
- (c) Where the initiating party wishes an Arbitration Board, the notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Manitoba upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee or employees affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.

9:02 The Arbitration Board shall make such decision as it may in the circumstances deem just and equitable. The Board shall not be authorized to alter, modify or amend any provisions of this Agreement or to substitute any new provisions for any existing ones or to make any decision inconsistent with the terms and provisions of the Agreement.

9:03 No person may act as an appointee or as a chairperson who has been directly involved in attempts to negotiate or settle the grievance, and such individuals

as laid down in Chapter L10, Section 116, of The Manitoba Labour Relations Act.

- 9:04** Each party shall bear the fees and expenses of its appointee to the Arbitration Board and the fees and expenses of the chairperson shall be shared equally by both parties.
- 9:05** If the findings of the Arbitration Board holds that the grievor was improperly dismissed, suspended or laid off, he shall be reinstated. Reimbursement of lost earnings will be as specified by the Arbitration Board, but shall in no case be greater than his regular earnings had he remained employed by the Employer, reduced by any sums he may have received as earnings from other employment, or as Employment Insurance during the period of dismissal, suspension or layoff.
- 9:06** **The foregoing time limits in Article 9:01 may be extended by written mutual consent of the Employer and the Union.**

Article 10 Probationary Period

- 10:01** Prior to being appointed a full-time employee or a part-time employee, each newly hired employee must successfully complete a probationary period as set out in Article 1:04. On or before the expiry date of the initial probationary period, the Employer will confirm in writing to the employee the decision to:
- (a) Confirm his appointment as a full-time employee or part-time employee; or
 - (b) Extend probationary status for a further probationary period as set out in Article 1:04; or
 - (c) Terminate the employee without recourse to the grievance procedure herein. However upon request, the Union shall be provided with the reasons for the termination of any probationary employee.
 - (d) Periods of absence, including WCB, shall not be included for the determination of the probationary period. Any period of absence in

excess of one (1) calendar month, prior to completion of the probationary period, will result in the employee being required to complete their probationary period upon return to work.

10:02 Full-time employees shall be entitled to all rights and fringe benefits of this Agreement except where otherwise specified in this Agreement.

Article 11 Termination of Service

11:01 Continuity of service shall be considered broken, employment terminated and seniority lost when:

- (a) An employee resigns or is discharged for just and reasonable cause and is not reinstated pursuant to the grievance procedure;
- (b) An employee is absent from work and fails to provide the Employer with a satisfactory reason for his absence;
- (c) A regular employee is laid off more than twelve (12) consecutive months.
- (d) **A casual employee who does not accept or is not available for shifts for a period of three (3) consecutive months shall be deemed to have voluntarily terminated their employment.**

11:02 **Notice of Termination**

Notice of at least two (2) weeks will be given by an employee covered by this Agreement who wishes to resign.

11:03 The Corporation shall give notice of termination of employment to all employees in accordance with the Manitoba Employment Standards Code, except in cases of dismissal for just and reasonable cause or termination of employment during an employee's probationary period.

11:04 Any written notice to any employee under this Agreement may be given personally, in writing, or prepaid registered post addressed to the employee at his last address with the Employer on the payroll of the Employer and such

notice shall be deemed to have been given when delivered to the postal authorities.

Article 12 Seniority

- 12:01** All periods of layoff or unpaid leave of absence exceeding thirty (30) calendar days shall be excluded in calculating seniority and fringe benefits.
- 12:02** Seniority rosters shall be maintained by the Employer for all regular employees once seniority has been gained. Rosters shall identify institutional and departmental seniority, the effective date of employment, the date seniority was gained, the number of straight time hours worked while in the service of the Employer and identify regular employees as either full-time or part-time employees. Rosters shall be prepared by the Employer and posted as of March 1 and October 1 each year. A copy of the roster shall be provided to the local president at the time of posting. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee. At the expiration of the twenty (20) days, the seniority list, as corrected within such twenty (20) days shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.
- 12:03** A full-time or part-time employee changing her status to a casual employee shall retain his/her full-time or part-time institutional seniority and increment level.
- 12:04** Should an employee be moved to a position outside of the bargaining unit and he is returned to the position he held within the scope of the Agreement within a period of three (3) months from the date of such move, he will re-enter the bargaining unit with the seniority he had accumulated to the date of such move.
- 12:05** A regular employee transferring status from full-time to part-time or part-time to full-time will be affected as follows:

- (a) A full-time employee changing his status to that of a part-time employee shall retain his institutional seniority and his departmental seniority. Upon entering into a part-time status, he will retain his existing increment wage level and will then progress in seniority and wage rate increase in the same manner as other part-time employees as outlined in Article 35.
- (b) A part-time employee changing his status to that of a full-time employee shall retain his institutional seniority and his departmental seniority. Upon entering into a full-time status, he will retain his existing increment wage level and will then progress in seniority and wage rate increase in the same manner as other full-time employees as outlined in Article 24.

12:06 (a) Seniority shall be retained and will continue to accumulate when a regular employee is absent from work under the following circumstances:

- (i) Approved leave of absence with pay;
- (ii) She or he is absent due to injury, illness or disability, including an absence compensable by Workers Compensation, for a period of up to twenty-four (24) months from the date of the first absence from work related to the injury, illness or disability;
- (iii) When on an approved maternity leave, up to a maximum of seventeen (17) weeks;
- (iv) When on an approved parental leave, up to a maximum of thirty seven (37) weeks.

During the circumstances prescribed in Article 12:06(a)(iii) and (iv), seniority will accumulate on the average of actual hours worked during the three (3) pay periods immediately prior to the absence.

- (b) Seniority shall be retained but will not continue to accumulate when a regular employee is absent from work under the following circumstances:

- (i) She or he is absent due to injury, illness or disability, including an absence compensable by Workers' Compensation, for a period in excess of twenty-four (24) months from the date of the first absence from work related to the injury, illness or disability;
 - (ii) When laid off due to a reduction in staff for a period of twelve (12) months;
 - (iii) Approved leave of absence without pay for a period of thirty (30) days or more.
- (c) Seniority shall be lost when an employee is absent from work under the circumstances described in Article 11.

12:07 A casual employee upon becoming a full-time or part-time employee shall be credited with seniority equivalent to all of their hours worked as a casual employee.

Article 13 Promotions and Transfers

13:01 In order to be eligible for a promotion or transfer within the bargaining unit, a regular employee must first possess a certificate or diploma specific to the position in question as prescribed by the Employer for the position concerned. Where more than one (1) employee possesses the required qualifications for a promotion or transfer and these employees have sufficient ability and reliability, the promotion or transfer shall be based on:

- (a) Departmental seniority in the department where the vacancy occurs;
- (b) Institutional seniority where no employee within the department has applied for the position.

13:02 Upon gaining seniority, an employee may be eligible for promotion or transfer.

13:03 The successful applicant shall be placed on a trial basis in the new position for a period of three hundred twenty (320) working hours, or four (4)

months; whichever occurs first. Such trial promotion or transfer shall become permanent after the trial period, unless during the trial period:

- (a) The employee feels she is not suitable for the position and wishes to return to her former position; or
- (b) The Employer feels that the employee is not suitable for the position and requires that she return to her former position.

13:04 Employees declining promotions shall not lose their seniority.

13:05 When an employee is returned to his former position following an unsuccessful promotion trial or transfer for a period set out in Article 13:03, the original salary arrangement in the lower salary position will apply. All other employees who were moved as a result of the promotion or transfer will return to their former position held prior to the promotion or transfer.

13:06 Individual salary increases resulting from wage schedules shall be implemented at the commencement of the next pay period following the regular employee's anniversary date, or as set out in Article 24.

13:07 Should an employee request, and the Employer grant, a transfer to a higher or lower paid classification, then the employee who moves to a higher classification shall receive a higher rate of pay. The employee who moves to a lower classification shall retain his institutional seniority and be paid at the appropriate rate for that department.

13:08 Employees temporarily assigned to relieve employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid in the higher scale at the same increment level as they are presently receiving in their regular position.

Article 14 Layoffs

14:01 Where there is a reduction in positions (jobs) in the Lodge, the employee displaced by this reduction will, provided he possesses the required qualifications and ability, be allowed to displace any employee in the Lodge

(within the scope of the bargaining unit) who has less institutional seniority. The Employer shall notify full-time and part-time employees four (4) calendar weeks prior to the effective date of the layoff.

- 14:02** Part-time employees whose regular biweekly hours are reduced shall have the right to displace another part-time employee provided she has the required qualifications and has more seniority. Said part-time employee may opt to fill a vacant position.
- 14:03** An employee who has elected to displace another employee shall have forty-eight (48) hours after notification of options in which to make a decision.
- 14:04** An employee who has been displaced shall have forty-eight (48) hours after notification of options, in which to make a decision.

Article 15 Recall

- 15:01** When working forces are increased or when vacancies occur which are to be filled by the Employer, employees who had gained seniority before being laid off will be recalled for work in order of their institutional seniority subject to qualifications and ability.
- 15:02** To qualify for recall, employees must file their name and current address with the Employer.
- 15:03** A person who is laid off by the Employer must communicate with the Employer within ninety-six (96) hours of his notice of recall being mailed to his recorded address and must be prepared to begin work at the time designated by the Employer.
- 15:04** A laid off employee's right to be recalled will be terminated under the following circumstances:
- (a) If he did not communicate with the Employer within the time limit above;
 - (b) If he did not report for work when instructed to do so;

(c) If he has been laid off more than twelve (12) months.

Article 16 Job Postings

- 16:01** The Employer agrees to post notices of vacant or new positions covered by this Agreement that will be open for eight (8) weeks or longer which it intends to fill for at least seven (7) full calendar days to enable employees to make written application for the new position or vacancy. This Article shall not preclude the Employer from advertising outside the premises. This provision shall not prevent the Employer from filling any new position or vacancy on a temporary basis during the period of posting. Copies of job postings shall be provided to the Local President at the time of posting.
- 16:02** Such notice will be posted on the Job Posting Board and shall remain posted for ninety-six (96) hours to permit applicants to make application for the vacancy.
- Only the original job vacancy will be posted for ninety-six (96) hours. All subsequent vacancies resulting from the original vacancy shall be posted for forty-eight (48) hours.
- 16:03** If no applications to fill the vacancy are received from employees of the Employer or if the applicant or applicants are not, in the opinion of the Employer, considered to be suitable for such vacancy, then the Employer may fill the vacancy from the open market subject to the applicants' right to the grievance procedure.
- 16:04** Job postings shall show location, title, rate of pay, normal starting and finishing times, regular biweekly hours and anticipated start date.
- 16:05** An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer provided he has submitted the prescribed application form to the Employer prior to his departure.

- 16:06** An employee on leave of absence due to illness shall be considered for a promotion or transfer along with all other applicants provided that during such absence he advises the Employer by telephone or otherwise that he wishes to be considered for any vacancies occurring during his absence.
- 16:07** The name of the successful applicant for positions shall be posted within twenty-four (24) hours of advising the successful applicant or within twenty-four (24) hours of the closing of the posting if no applicants. Such posting shall remain posted for ninety-six (96) hours. The posting once removed from the board shall be forwarded to the local president.
- 16:08** The successful applicant to a job posting shall not be entitled to apply for another job posting for a period of six (6) months from the date of closing of the job posting he was accepted for, unless such subsequent job posting would constitute a promotion, a permanent position or an increase in scheduled hours of work.
- 16:09** For situations related to Workers Compensation and/or illness and/or accident where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said position will expire subject to twenty-four (24) hours' notice of return of current incumbent to his/her position. Any positions directly resulting from the above procedure will be posted in the same manner. On expiry of the position, the regular employee shall return to their former position(s) provided the regular employee has a right to return to such position.

Article 17 Leave of Absence

17:01 Personal Leave of Absence

The employee will be required to submit a written request for any personal leave, specifying the reason for the leave, and will be considered on an individual basis and may be allowed at the discretion of the Employer. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the employee in writing without undue delay after the request.

17:02 Bereavement Leave

- (a) The Employer will grant a paid compassionate leave of absence of up to four (4) **working** days to be taken only in the period which extends from the date of death up to and including the day following internment for death of members of the immediate family. For the purpose of clarification of this Agreement immediate family means: mother, father, spouse, **common law partner**, child, stepmother, stepfather, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, current son-in-law, current daughter-in-law and former legal guardian who acted as a parent. If due to travel further leave is required, additional leave of absence without pay may be granted at the sole discretion of the Employer. **If approved, an employee may apply to utilize their accrued stats, vacation or other banked time for such approved extended leaves. Where the funeral or similar service is at a future date, the employee can request to utilize one (1) of the days at such future date.**
- (b) Upon request, the Employer will grant a paid leave of absence of one (1) day ending with the day of the funeral in the event of the death of the following: spouse's grandparents, uncles, aunts, nephews and nieces.
- (c) Upon written request, up to one (1) day with pay shall be granted to an employee to attend a funeral as a mourner. Approval of such leave shall be at the sole discretion of the Employer. Such approval shall not be unreasonably denied.
- (d) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working time and does not include pay for days off.

17:03 Jury and Witness Duty

A regular employee required to serve jury duty or one subpoenaed as a witness in any court of law, other than a proceeding resulting from an employee's conduct or affairs shall be paid the difference between what he would have earned for his scheduled hours and the fees or witness fees

received pursuant to the performance of jury duty or attendance as a witness. This will be affected by the employee signing over his jury duty fees, less expense money received from the authorities for meals and lodging, and the Employer will continue the regular salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty or witness subpoena. The employee will come to work during those regularly scheduled hours that he is not required to attend court and for which he receives no remuneration for jury duty or attendance as a witness.

17:04 Maternity Leave

Up to seventeen (17) weeks of maternity leave without pay may be granted subject to the following conditions:

- (a) An employee must have completed seven (7) months continuous employment with the Employer as of the intended date of the leave;
- (b) A written request must be submitted not later than the end of the fifth month of pregnancy and not less than one (1) month before the intended date of the leave, indicating length of time requested;
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave;
- (d) If requested by the employee, additional unpaid leave may be granted;
- (e) If an employee wishes to return to work after maternity leave, she shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave, the employee shall be placed in her former classification and shift schedule at the same salary level.

17:05 Parental Leave

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 the province.

An employee who qualifies under the above must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

An employee who qualifies in accordance with the above is entitled to parental leave without pay for a continuous period of up to **sixty-three (63)** weeks.

Subject to Article 17:06, parental leave must commence no later than **eighteen (18) months after the** date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

17:06 Adoption Leave

An employee who has completed at least seven (7) consecutive months of employment with the Employer shall be entitled, upon written application, to a leave of absence without pay of up to **sixty-three (63)** weeks upon the adoption of a child.

17:07 Union Leave

Where possible, the Union agrees to give a minimum of fourteen (14) days' notice, in writing, of requests for leave of absence for employees to attend to

union business. The Union agrees that in making such requests that it will not unduly interfere with the operations of the Employer.

17:08 Educational Leave

The Employer may grant a leave of absence, to a maximum of twelve (12) months for the purpose of advancing the employees' education. The education must be such that it is related to potential promotional opportunities with the Employer. The employee shall not lose seniority and shall be returned to their former position and pay level.

17:09 Compassionate Care Leave

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

- (a) An employee must have completed at least (30) days of employment as of the intended date of leave;
- (b) An employee who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period;
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28) weeks in a fifty-two (52) week period**. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued; or

(B) If the leave was begun before the certificate was issued, the day the leave began; and

(ii) The family member requires the care or support of one (1) or more family members.

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

(e) A family member for the purpose of this article shall be defined as:

(i) A spouse or common-law partner of the employee. Where "common-law partner" of an employee means a person who, not being married to the employee, is cohabiting with him or her in conjugal relationship or some permanence;

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

(iii) A parent of the employee or a spouse or common-law partner of the parent;

(iv) Or any other person described as family in the applicable regulations of the Manitoba Employment Standards Code.

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

(g) Seniority shall accrue for the period of leave on the basis of an employee's EFT.

- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 17:01.
- (i) In the event of conflict with the Employment Standards Code and Regulations thereunder and this Article, the Employment Standards Code and Regulations thereunder shall prevail.

Article 18 Hours of Work

- 18:01** The normal hours of work shall be eight (8) hours per day and eighty (80) hours in a biweekly pay period. The above mentioned hours shall be inclusive of the one-half ($\frac{1}{2}$) hour meal period.
- 18:02** This is not to be read or construed as a guarantee of hours of work per day or for a biweekly period or of days of work per biweekly period.
- 18:03** Effective as soon as practicable following the date of ratification, the night shift shall be considered as the first shift of each calendar day. By way of example, the first shift of Saturday is the night shift which starts on Friday night and for which the majority of hours occur on Saturday morning.
- 18:04** Each **eight (8) hour** shift shall include two (2) fifteen (15) minute rest periods.
- 18:05** Shift schedules of a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employees concerned and the Employer.

Requests for specific days off shall be submitted in writing at least four (4) weeks before the intended date.

Requests for mutual shift exchanges in posted shifts shall be submitted in writing, as far in advance of the requested change as possible, co-signed by the employee willing to exchange shifts with the applicant and must be

approved by the Employer. **Such exchanges shall be within the same pay period. It is understood and agreed that the Employer shall not be responsible or liable for non-compliance issues or concerns, or any additional costs (including but not limited to overtime rate claims), that might arise or accrue as a result of the mutual shift exchange as outlined in Article 18:06.**

- 18:06** It is understood that any change in shifts or days off initiated by the employee and approved by the Employer shall not result in overtime costs or any other supplementary salary costs to the Employer.
- 18:07** Shift schedules shall observe a maximum of seven (7) consecutive days of work unless mutually agreed between the employee and Employer.
- 18:08** Employees will have no less than fourteen (14) hours between changes in shifts, except in the case of overtime work or as otherwise mutually agreed.
- 18:09** Employees called to work for a shift they were not scheduled to work with less than one (1) hour's notice and who arrive at work within one-half ($\frac{1}{2}$) hour or up to one (1) hour of the normal start time where the employee has demonstrated that they arrived to work as quickly as reasonably possible, they shall be paid for the entire shift.
- 18:10** For shifts worked when time switches from Central standard to daylight saving and vice versa, the following shall apply:
- (a) An employee shall be paid for the actual hours worked to a maximum of eight (8) hours at their basic rate of pay including applicable premiums;
 - (b) Where the total number of hours worked exceeds eight (8) hours, overtime shall be paid for those hours worked in excess of eight (8) hours.

Article 19 Overtime

- 19:01 Effective first full pay period following November 4, 2022:**

- (a) **Two times (2x)** an employee's regular straight time rate shall be paid for hours worked in excess of the daily or biweekly hours set out in Article 18:01.
- (b) Any work performed beyond the normal working hours on a statutory holiday shall be paid at the rate of two times (2x).

- 19:02** Overtime must, in all cases, be approved by the department head or his designate. Overtime shall be offered amongst eligible employees in the order of seniority within their classification on a rotational basis.
- 19:03** There shall be no pyramiding of premium pay, overtime and paid holiday pay.
- 19:04** By mutual agreement between the Employer and the employee overtime may be compensated by the granting of equivalent time off at the applicable rates of pay. Such time off shall be taken by the employee within sixty (60) days following the date of the earned overtime. All unused banked overtime not taken as time off in lieu of pay within the sixty (60) days shall be paid out unless otherwise mutually agreed.
- 19:05** In the event that a full-time or part-time employee is called to work on days for which he is not scheduled to work, the Employer agrees to guarantee a minimum of four (4) work hours, or in the case of shifts regularly scheduled for less than four (4) hours, the amount of hours scheduled. Should these extra hours cause an excess to the normal hours of work described in Article 18:01 of this Agreement, overtime will be paid in accordance with Article 19:01.
- 19:06** Where an employee is called back to work after his regular day has been worked, he shall receive a minimum of three (3) hours pay at overtime rates for reporting, or the actual time worked at overtime rates, whichever is greater.
- 19:07** An employee required by the Lodge to attend classes of instruction outside his regular hours shall receive equivalent paid time off for all hours spent in attendance at such courses.

19:08 If the Lodge requires an employee to return to the Lodge on a callback, the Lodge shall pay return taxi fare upon receipt of the taxi slip.

19:09 An employee required to work more than three (3) hours overtime immediately following a shift shall be provided with a meal or five dollars (\$5.00) if a meal is not available.

Where a regular employee who is working four (4) hours or less and has their shift extended to seven (7) hours or more, upon their request will be provided with a meal.

19:10 Notwithstanding Article 19:05, employees in the Dietary Department requested to work one (1) of the established shifts of less than four (4) hours shall be paid in accordance with hours actually worked.

Article 20 Income Protection in Case of Illness

20:01 During the first six (6) months of service, employees will not be entitled to payment for periods during which they were unable to work because of incapacitation due to accident or illness.

20:02 (a) An employee's income protection entitlement at any time will be calculated at twelve (12) hours for each one hundred seventy-three point three (173.3) hours worked, less any days of income protection which will have been paid since employment.

(b) For regular employees with six (6) months' seniority or more than six (6) months' seniority, income protection entitlement will be paid at twelve (12) hours for each one hundred seventy-three point three (173.3) hours worked, less all days of income protection paid since commencement of service.

Days of paid leave are to be taken on days mutually agreed to between the employee and the Employer, at least two (2) weeks in advance and, where possible, may be added to vacation time or granted in conjunction with regular days off.

- 20:03** The maximum number of days of income protection benefits which an employee may have accumulated at any time will never exceed one hundred twenty (120) days.
- 20:04** An employee will not at any time earn income protection with respect to periods, which his accumulated entitlement totalled one hundred twenty (120) days.
- 20:05** Income protection shall not accumulate to an employee's credit for the time he is on a leave of absence in any calendar year if these periods exceed thirty (30) days.
- 20:06** An employee who is absent from the schedule due to illness, disability, or because of a non-compensable accident, shall be entitled to utilize income protection benefits equal to the employee's regular rate of pay for each day of personal illness or injury that he was scheduled to work to the extent of accumulated income protection benefits, including periods which:
- (a) Time off for medical, dental and chiropractic examination or treatments shall be granted and such time off shall be charged against the employees accumulated income protection credits to the extent of accumulated sick leave benefits, providing the following conditions are met:
 - (i) Whenever possible, appointments are to be made on the employee's day off or a time when she is not on duty. If the above is not possible, the employee will endeavor to make the appointment at a time which is least disruptive to the area. Whenever possible, proof of the appointment will be provided to the Employer.
 - (b) In the opinion of the Employer his presence constituted a health hazard for residents and/or other employees and he was instructed by the Employer to leave his place of duty.

- 20:07** A declaration of illness shall be completed by the employee on returning from absence before income protection is paid. Payment will not be withheld for extenuating circumstances.
- 20:08** Where the Employer has reason to believe that an employee's absence has not been due to accident or illness, a certificate from a duly qualified medical practitioner may be requested either at the time of notification of the employee's absence or by advance notice. Where the employee fails to furnish such a certificate upon request, the employee shall not be entitled to receive pay for the period of absence and may be subject to disciplinary action. The certificate shall indicate that the employee saw the medical practitioner on the day of absence or on the day of commencement of a period of absence unless otherwise arranged between the employee and the Employer.
- 20:09** If an employee's income protection credits expire while he is off sick, he must, at the expiration of his sick leave, inform the supervisor of his department of his inability to return to work and state his expected day of return. He must inform the supervisor of his department before the newly agreed date if he is subsequently unable to come on duty as expected.
- 20:10** An employee who has been away from work because of sickness or accident may, at the discretion of the Employer, be required to produce a medical report from a duly qualified medical practitioner attesting to his physical ability to perform his normal duties before being permitted to resume work. The Employer shall pay the full cost of any such medical examination and report requested.
- 20:11** Employees who are unable to report for work as scheduled shall notify the Employer accordingly as follows:
- (a) Day Shift: At least one (1) hour and fifteen (15) minutes prior to the scheduled starting time;
 - (b) Evening shift: At least four (4) hours prior to the scheduled starting time;

- (c) Night Shift: At least five (5) hours prior to the scheduled starting time.

The Employer shall have the ability to withhold income protection benefits due the employee where the employee has failed to provide notice in accordance with the above unless the employee provides an explanation satisfactory to the Employer or it was otherwise impossible for the employee to provide notice.

20:12 Should a medical emergency arise associated with an employee's employment, the Employer shall accompany the employee to an appropriate medical facility. Should the Employer not be available to accompany the employee, the Employer shall arrange for transportation to the medical facility.

20:13 In the event of a serious illness or accident requiring treatment or attendance at a hospital while on scheduled vacation, an employee may utilize income protection benefits to cover the period of serious illness or accident and may request the Employer to reschedule her vacation. Proof of such treatment/attention shall be provided.

Note: It is understood that the intention is not for the employee to be paid for the scheduled vacation more than once. If the employee has received her vacation pay and requests to have her vacation rescheduled, the employee will have the following options:

- (a) To receive the rescheduled vacation without pay; or
- (b) To return the vacation pay to the Employer in which case the rescheduled vacation shall be implemented with pay.

If the serious illness or accident has occurred prior to the scheduled vacation period, and the employee remains hospitalized or housebound as a result of the illness or accident, then the vacation will be rescheduled as above.

20:14 The Employer shall notify employees in writing **of** their income protection credits **balance upon request**.

- 20:15** Employees may utilize up to five (5) days of income protection credits in any calendar year to deal with illness in the family (spouse, child, parent).
- 20:16** Employer will advise an employee on request as to the amount of unused income protection to her/his credit.

Article 21 Designated Statutory and Paid Holidays

- 21:01** The following days shall be recognized as paid designated holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
August Civic Holiday	

Any other holiday proclaimed by federal or provincial statute.

Once annually, a float holiday will be granted to each full-time employee at a time mutually agreed between the Employer and the employee. It is understood that this day is payable at straight time.

If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the paid holiday designated as the float holiday. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.

- 21:02** A regular full-time employee shall receive a days' pay for those holidays not worked provided:
- (a) He has reported for work after having been scheduled for work on the day of the holiday; or

- (b) He has not absented himself from work without the Employer's consent on the last scheduled shift immediately preceding or following the holiday, unless the employee is absent due to illness.

21:03 Employees required to work on any of the above designated holidays shall receive their regular days' pay, plus one and one half times ($1\frac{1}{2}x$) for all regular time worked on such designated holiday. Any work performed beyond the normal working hours on a statutory holiday shall be paid at the rate of two times ($2x$).

21:04 In arranging payment for the above compensation, the Employer may, by mutual agreement, pay on any one (1) of the following basis:

- (a) The regular days' pay plus one and one-half times ($1\frac{1}{2}x$) in money;
- (b) One and one-half times ($1\frac{1}{2}x$) in money plus one (1) day off within thirty (30) days of the said holiday;
- (c) One (1) days' pay plus one and one-half ($1\frac{1}{2}$) days off within thirty (30) days of the said holiday.

Failure to reach agreement between the Employer and the employee will result in the employee being paid in money.

21:05 In the event that the designated holidays fall on an employee's day off or during his vacation period, the regular employee shall receive an additional day off or one (1) day added to his vacation.

21:06 An employee who is absent on a statutory holiday after being posted to work forfeits all pay for that day unless he provides proof of illness from a medical practitioner.

21:07 The Employer will grant a period of three (3) consecutive paid days off for full-time employees over either the Christmas or New Year period, one day of which will be December 25 or January 1 as the case may be. It is understood that these three days paid are in lieu of Christmas, Boxing Day and New Year's Day.

21:08 Notwithstanding the provisions of Article 21:04, regular full-time employees who are required to work on any of the holidays listed in Article 21:01 and actually do work on any of the listed holidays, or are otherwise eligible for time off, will be allowed to save up to a total of six (6) of such holidays to be taken in conjunction with their regularly scheduled days off or vacation provided they abide by the following:

- (a) By December 1 of each year, they indicate to their supervisor their intention to save any holidays, and they specify which holidays they intend to save for the following year;
- (b) Notwithstanding Article 21:08(a), it is understood that these stats cannot be taken until earned;
- (c) Accumulated days are paid at the rate of pay in place when earned;
- (d) Requests to utilize accumulated banked time must be submitted no later than October 1st in order to clear all statutory and paid holiday banks by December 15 and if not requested shall be scheduled by the Employer;
- (e) The Employer will endeavor to advise employees of the disposition of a request for time off under this Article within seven (7) days of such request being made except in exceptional circumstances;
- (f) Requests will not be approved:
 - (i) If suitable replacement staff is not available;
 - (ii) If approval would result in overtime costs;
 - (iii) Subject to Article 21:07 for time off between December 20 and January 5.
- (g) Requests for time off pursuant to this Article shall be granted on a first come first served basis within the departments specified above.

Article 22 Vacations

- 22:01** The agreed anniversary date for vacation is May 31 in each year.
- 22:02** The Employer shall post a vacation list setting out vacation earned. The vacation list shall be posted from March 1 to March 31 during which period employees shall submit their vacation requests **for the upcoming June 1 through to May 31 of the following calendar year.**

Any requests submitted during this process will be considered based on seniority. Any requests submitted outside of this process, will be considered on a first come first served basis. All requests are considered based on operational requirements.

- 22:03** Vacations with pay shall be granted to regular employees on the following basis:
- (a) Regular employees having less than one (1) year of service on May 31 in any year shall be entitled, upon the completion of their probationary period, to a credit of five-sixths ($\frac{5}{6}$) of one (1) days' vacation for each month of service to a maximum of ten (10) working days' vacation with pay;
 - (b) Regular employees with one (1) year or more of service at May 31 of any year shall receive two (2) weeks' vacation with pay;
 - (c) All regular employees with two (2) years of service or more as of May 31 of any year shall receive three (3) weeks' vacation with pay;
 - (d) All regular employees with five (5) years of service or more as of May 31 of any year shall receive four (4) weeks' vacation with pay;
 - (e) All regular employees with twelve (12) years of service or more as of May 31 of any year shall receive five (5) weeks' vacation with pay;
 - (f) Effective May 31, 2014, all regular employees with twenty-two (22) years of service or more at May 31 of any year shall receive six (6) weeks' scheduled vacation with pay;

- (g) Vacation requests shall not be unreasonably denied and shall be approved where replacement staff is available.
- (h) Effective June 1, 2014, an additional five (5) days of vacation shall be granted to an employee only in the vacation year of her twenty-fifth anniversary of employment and in each subsequent fifth anniversary year. Entitlement for part-time employees shall be prorated based on regular hours worked in the previous vacation year.

22:04 No vacation will be accrued during periods of leave of absence without pay which exceed one (1) month.

22:05 Vacation schedules shall be posted by **May 1st** of each year and shall not be changed unless mutually agreed upon by the employee, the Employer and all employees affected. Vacations shall commence immediately following an employee's regularly scheduled days off. Employees who do not schedule vacation by **January 1** of a vacation year will have vacation time scheduled by the Employer **for the remaining period between February 1 and May 31 of each calendar year.**

22:06 An employee who terminated his employment for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked.

22:07 Partial vacation and vacation pay will be calculated as follows:

- (a) For employees entitled to two (2) weeks' vacation, four percent (4%) of earnings for hours worked up to May 31;
- (b) For employees entitled to three (3) weeks' vacation, six percent (6%) of earnings for hours worked up to May 31;
- (c) For employees entitled to four (4) weeks' vacation, eight percent (8%) of earnings for hours worked up to May 31;
- (d) For employees entitled to five (5) weeks vacation, ten percent (10%) of earnings for hours worked up to May 31;

- (e) For employees entitled to six (6) weeks vacation, twelve percent (12%) of earnings for hours worked up to May 31.

- 22:08** Employees shall not waive vacation and draw double pay. However, subject to Article 22:05, at the end of the vacation year the Employer will pay out vacation earned but not taken.
- 22:09** Vacation may normally be taken in the months of June to September, both inclusive, and shall be taken on a seniority basis within each department. Preference of employees for vacation time will be indicated to the Employer by the employee in order of their seniority.

Article 23 Uniform Allowance

- 23:01** A uniform allowance shall be paid to all employees at ten cents (\$0.10) per hour worked. It is agreed and understood that this uniform allowance shall not form part of the hourly rate.

Article 24 Payment of Wages

- 24:01** All employees will be paid biweekly, by direct deposit on every second Thursday for the payroll period ending the previous Thursday. In the event that a paid holiday falls on a regular pay day, the employees will be entitled to be paid on Wednesday immediately preceding the normal pay day.
- 24:02** Payment shall be made for time actually worked during the said two (2) week period using the relevant rates for the classification shown in the Salary Schedule together with holiday pay, overtime and other benefits to which the employee may be entitled during such period. Errors of one (1) days' pay or less shall be paid on the following payday. Errors in excess of one (1) days' pay shall be reported to the Employer by 13:00 hours on a business day (excluding Saturday, Sunday and statutory holidays). **The Employer shall investigate, correct the error and provide payment to the affected employee as soon as reasonably possible from the date of notification of the error to the Employer.**

Article 25 Retirement Bonus

25:01 Employees retiring at age fifty-five (55) or older who have over ten (10) years of continuous service shall receive a retirement bonus of thirty (30) days' pay based on their basic rate of pay (excluding allowances and premiums) at the time of retirement.

Article 26 Labour Management Committee

26:01 The parties hereto agree that a joint committee will be set up composed of the employee representatives as defined in Article 1:02 and an equal number of representatives chosen by the Employer to deal with such matters of mutual concern as may arise from time to time in the operation of the Lodge. This committee shall meet as and when required upon the request of either party at a time convenient to both parties. Time spent in attendance at committee meetings shall be considered work time.

26:02 The Union representatives as defined in Article 1:06 may attend meetings of this committee and act as a member thereof.

Article 27 Casual Employees

27:01 The following Articles and only the following Articles of this Agreement are applicable to a casual employee:

- (a) Union Security and Check off of Union dues - Articles 4:01, 4:02, 4:03 and 4:04.
- (b) Grievance Procedure - Applicable to casual employees only in reference to Article 28.
- (c) Arbitration - Applicable to casual employees only in reference to Article 28.
- (d) Hours of Work and Rest Days - Articles 18:01, 18:02 and 18:03.

- (e) Overtime - Articles 19:01 and 19:03. Overtime must, in all cases, be approved by the department head or his designate.
 - (f) Designated Statutory and Paid Holidays - Article 21:01. A casual employee shall receive holiday pay and pay for working on a designated statutory holiday in accordance with the Manitoba Employment Standards Code, Division 4, General Holidays.
 - (g) Payment of Wages - Article 24.
 - (h) Seniority - Article 12:07.
- 27:02** (a) Annual vacation and vacation allowance for casual employees shall be administered in accordance with the Manitoba Employment Standards Code, Division 5, Annual Vacations and Vacation Allowances.
- (b) Casual employees shall receive vacation pay allowance biweekly at a rate of four percent (4%) of regular earnings in a biweekly period during the first four (4) years of employment and thereafter shall be paid at a rate of six percent (6%).
- 27:03** The Employer will pay any casual employee no less than the starting rate of the position to which he is assigned and thereafter the employee will receive increments in the Salary Schedule based on hours actually worked.
- 27:04** **Such employee has the option of refusing work when it is made available, however, it is also understood that a casual employee cannot unreasonably or consistently refuse work shifts, subject to Article 11:01(d).**
- 27:05** **Rest Periods**
 Employees shall be entitled to paid rest periods as near to the midpoint of each half of their shift in the event of an eight (8) hour shift.
- | <u>Shift Length</u> | <u>Rest Periods:</u> |
|----------------------------|-----------------------------|
| Up to 8 hours | 1 x 15-minute break |
| 8 hours | 2 x 15 minute break |

Article 28 Technological Change

28:01 Technological Change Means:

- (a) The introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him 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.

Where the Employer proposes to effect a technological change that is likely to affect the terms and conditions or the security of employment of any employee in the unit or to alter significantly the basis upon which the Collective Agreement was negotiated, he shall give notice of the technological change to the bargaining agent bound by the Collective Agreement at least ninety (90) days before the date on which the technological change is to be effected.

Sections 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of the Agreement to the Employer and the bargaining agent.

During the period of notice outlined above, the parties will meet and negotiate provisions intended to assist employees affected by any technological change to adjust to the effects of the technological change.

In the event of the failure of the parties to agree on such provisions, either party may refer the matter(s) in dispute to arbitration in accordance with Article 9.

Article 29 Safety and Health

29:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and

that these activities require the combined efforts of management, employees and the Union.

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

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

The employees agree to take reasonable care to protect their safety and health and the safety and health of others who may be affected by their acts or omissions at work.

The employees shall, where required, use all devices and wear all articles of clothing and/or personal protective equipment designated and supplied for their protection.

The present Workplace Safety and Health Committee shall continue for the term of this Agreement.

The Union shall be required to appoint a minimum of four (4) representatives to this committee. The local president will be notified of vacancies and shall be required to fill the position within ten (10) days of notification. Time spent by committee members shall be considered time worked. Minutes of meetings shall be taken and posted on the Safety and Health Bulletin Board.

Article 30 Contracting Out

30:01 Should Beacon Hill Lodge find it necessary, in the interest of resident care, reduction of cost or increased efficiency, to transfer work to outside agencies or third parties, it will notify the Union at least ninety (90) days in advance of such change. The Union and the Lodge will meet and enter into discussions to assure as smooth a transition as possible for the employees so affected.

The Employer guarantees that no employee will lose his job as a result of contracting out.

Article 31 Harassment and Discrimination

- 31:01** Harassment shall be defined as in the Manitoba Human Rights Code 1987. The Employer and the Union agree that they will not condone harassment in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.
- 31:02** The parties agree that there shall be no discrimination as referred to in the Human Rights Code and Labour Relations Act.

Article 32 Severe Weather Provision

- 32:01** Where severe weather conditions prevent more than fifty percent (50%) of employees scheduled to work during the next twenty-four (24) hour period:

- (a) Employees shall not be penalized for lateness due to the weather.
- (b) Employees required to work overtime shall be compensated at **two times (2x) for** hours worked overtime in any one (1) day.

An employee called in on their regularly scheduled day off shall receive two times (2x) the employee's straight time hourly rate for all time worked in any one (1) day.

For the purpose of this Article, a day shall constitute twenty-four (24) hours from the commencement of an employee's regularly scheduled shift or if an employee is not regularly scheduled from the commencement of the shift they were called in for.

- (c) The Employer shall provide meals for the employees.
- (d) Employees shall be provided with rest periods.

- (e) Wherever possible, employees shall assist within any classification covered by this Agreement.
- (f) Any employee who is required to work for a consecutive twenty-four (24) hour period or more shall be granted one (1) day off immediately following the crisis.

The Employer and the Union agree to meet upon completion of the crisis for further discussion, if needed.

32:02 Effective November 4, 2022, where an employee cannot arrive at the place of employment due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the employee may take time from their banked statutory holiday pay or vacation.

Article 33 Personnel File/Performance Appraisal

- 33:01** Upon written request and at a mutually agreeable time an employee accompanied by a Union representative, if she/he so selects, may examine her/his personnel file.
- 33:02** Upon request, the employee shall be given an exact copy of his/her performance appraisal. The employee signature on such document merely signifies that the contents of the document have been read by the employee and discussed with him/her.
- 33:03** If the employee disputes the appraisal he/she may file a reply within seven (7) days of the date of the employee's acknowledgement of the evaluation and such reply will become part of the personnel file.
- 33:04** There shall be one (1) personnel file maintained by the Employer for each employee.
- 33:05** Letters of discipline on file to be removed after eighteen (18) months if no further recurrence. **In the event an employee is laid off for less than**

twelve (12) months or on a leave of absence of one calendar month or more during the above period following the discipline, the discipline record will extend by the length of the layoff or leave of absence.

Article 34 Part-time Employees

- 34:01** Unless expressly referred to elsewhere in this Agreement, part-time employees shall be regarded as coming under this Agreement, except that:
- (a) All references to and Articles dealing with the following subjects will not apply to part-time employees:
 - Hours of Work
 - Rest Days
 - (b) Any benefits deriving to full-time employees under any Articles in this Agreement which deal with wages or supplementary benefits (paid leave of absence, increments) will be earned by part-time employees in accordance with the ratio of the number of hours the part-time employees work regularly over what full-time hours would have been worked for that same period.
 - (c) Part-time employees shall be paid four point six percent (4.6%) of their basic pay in lieu of time off for recognized holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each regular pay cheque. Part-time employees accepting a term appointment to a full-time position shall have a statutory holiday calculated as though they are a full-time employee subject to Article 21:02(a).
 - (d) Partial vacation and vacation pay will be calculated as follows:
 - (i) For employees entitled to two (2) weeks' vacation - four percent (4%) of earnings for hours worked up to May 31;
 - (ii) For employees entitled to three (3) weeks' vacation - six percent (6%) of earnings for hours worked up to May 31;

- (iii) For employees entitled to four (4) weeks' vacation - eight percent (8%) of earnings for hours worked up to May 31;
- (iv) For employees entitled to five (5) weeks' vacation - ten percent (10%) of earnings for hours worked up to May 31;
- (v) For employees entitled to six (6) weeks' vacation - twelve percent (12%) of earnings for hours worked up to May 31.

For greater certainty in the future, the formula for determining vacation entitlement for a part-time employee shall be:

$$\frac{\text{Vacation entitlement of a full-time employee (i.e. 2, 3, 4, 5 or 6 weeks)}}{\text{Total number of regular hours worked in the previous vacation year}} \times \frac{\text{Total number of regular hours worked in the previous vacation year}}{2,080}$$

Unless otherwise mutually agreed between the Employer and the employee. Part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

- (e) Part-time employees covered by this Agreement shall be paid the hourly rate equivalent to the applicable full-time rate of the classification for which they are regularly employed. Part-time employees having gained seniority shall advance one (1) step upon the completion of 2,080 hours of straight time work.
- (f) Part-time employees shall accumulate income protection on a pro rata basis to that of full-time employees.
- (g) Hours of work in excess of an employee's biweekly regular guaranteed work hours will be allocated to employees within their classification beginning with the most senior available employee, then in descending order on the seniority list:
 - (i) When hours being allocated during schedule preparation; and
 - (ii) Daily as additional hours become available.

(h) The vacation list referenced in Article 22:02 shall set out vacation hours earned for part-time employees as at the last pay period immediately prior to March 1.

The Employer shall post a vacation list by June 15 which shall set out vacation hours earned for part-time employees as of May 31.

34:02 Rest Periods

Employees shall be entitled to paid rest periods as near to the midpoint of each half of their shift in the event of an eight (8) hour shift.

Shift Length

Rest Periods:

Up to 8 hours

1 x 15-minute break

8 hours

2 x 15 minute break

Article 35 Shift, Weekend and Standby Premiums

35:01 Evening Shift Premium

The Employer shall pay an evening shift premium of one dollar (\$1.00) per hour worked between 15:30 hours and 23:30 hours.

Effective the first full pay period following November 4, 2022, increase to one dollar and twenty-five cents (\$1.25).

Effective the first full pay period following April 1, 2023, increase to two dollars (\$2.00) per hour.

35:02 Night Shift Premium

The Employer shall pay a night shift premium of one dollar and ninety cents (\$1.90) per hour worked between 23:30 hours and 07:30 hours.

Effective the first full pay period following November 4, 2022, increase to two dollars and ninety cents (\$2.90).

Effective the first full pay period following April 1, 2023, increase to three dollars and thirty-five cents (\$3.35) per hour.

35:03 Weekend Premium

The Employer shall pay a weekend premium of one dollar and fifty cents (\$1.50) per hour between 23:30 hours on a Friday and 23:30 hours on the following Sunday.

Effective the first full pay period following April 1, 2023, increase to one dollar and eighty cents (\$1.80) per hour.

35:04 An employee required to be on standby shall be paid one (1) hour of basic pay for each eight (8) hour period of standby coverage.

An employee called back to work while on standby shall be paid for a minimum of four (4) hours at the applicable rate of pay.

Article 36 Workers Compensation

36:01 If an employee is prevented from performing his regular work with the Employer on account of an occupational accident associated with his employment and this accident is recognized by The Workers Compensation Act as compensable within the meaning of the Act, upon written request of the employee, the Employer will supplement the award made by the Compensation Board and the Employer supplementation will equal one hundred percent (100%) of the employee's regular net wages and the employee's income protection benefit will be reduced proportionately.

36:02 A regular employee who is unable to perform his regular work with the Employer on account of occupational illness or accident associated with his employment and this is recognized by The Workers Compensation Act as compensable within the meaning of the Act, shall contact the Employer on a weekly basis with respect to his ability to return to work. Failure to do so will result in the employee being removed from the schedule for a further two (2) weeks.

36:03 Where an employee has made a claim for Workers Compensation Board (WCB) benefits and where a loss of normal salary would result while awaiting

a decision on the WCB claim, the employee may request of the Employer, in writing, an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee's normal basic salary (exclusive of overtime), less statutory deductions.
- (b) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB directly to the employee.
- (d) In the event the WCB is not accepted, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

Article 37 Employee Benefits

37:01 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the full cost of the dental plan based on the most recent fee schedule available for full-time employees who have completed probation.

The Plan shall be voluntary for part time employees and the Employer shall pay fifty percent (50%) of the full time employee premium for part time employees who have completed probation and enroll in the Plan, (provided Blue Cross agrees).

If an employee is otherwise covered by another dental plan, the Employer shall not be obligated to contribute. It is understood that the Plan will be administered by the Union and that the Employer's responsibility will be

fulfilled by paying the premiums as aforesaid either to the Union or to Manitoba Blue Cross as requested by the Union. The parties agree to retain the current plan.

37:02 Retirement Plan

The Retirement Plan will have defined contributions by both the Employer and employees. The contribution formula for both Employer and employee contributions effective April 1, 2003 will be five percent (5%).

The Retirement Plan shall be mandatory for all full-time and part-time employees, but not casual employees. All new hires will be eligible to join the plan after six (6) continuous months of employment, or 1,040 hours worked, provided they have successfully completed their probation period.

37:03 Extended Health Care Plan

The parties herein agree to the following with respect to the provision of an Extended Health Care Plan:

- (a) The Employer agrees to make available to all full-time and part-time employees who have completed their probationary period an Extended Health Care Plan.
- (b) Participation in the Plan shall be on a voluntary basis and shall be one hundred percent (100%) employee paid.
- (c) Information regarding the Extended Health Care Plan shall be provided to an employee upon becoming eligible for benefits.
- (d) Acceptance into the plan shall be based on the requirements of the Plan as determined by the carrier
- (e) Any issues that arise with respect to the plan shall be referred to the Labour/Management Committee.
- (f) Enhancements to the Extended Health Care Plan (i.e. massage therapy, chiropractor, physiotherapist at three hundred fifty dollars (\$350) per

practitioner per year) and vision care of two hundred dollars (\$200) every two (2) years.

- (g) A prescription drug card will be introduced under the Extended Health Care Plan at the expense of the employee.

37:04 Life Insurance

The Employer agrees to pay the full cost for a \$30,000 Group Life Insurance Policy for each employee under the age of seventy (70) who has completed their probation.

37:05 Long Term Disability (LTD)

The Employer shall maintain an LTD plan with a carrier of the Employer's choice, comparable to the nursing plan in Beacon Hill. The Employer to pay one point three percent (1.3%) and the employees to pay one percent (1.0%).

Article 38 Damage to Personal Property

- 38:01** If an employee's glasses or personal belongings (including watches, dentures, medic alert bracelet, hearing aids, and other medical devices and excluding uniform and jewellery) are damaged as a direct result of performing his duties, and such damage is not compensated pursuant to any other plan or otherwise, the Employer agrees to make reasonable compensation following proper documentation of the incident. Watches will be reimbursed to a maximum of seventy-five dollars (\$75). The validity of such compensation payment will be determined exclusively by the Employer. Such decision is not subject to the grievance procedure.

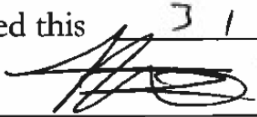
Article 39 Duration

- 39:01** This Agreement shall take effect on April 1, 2017, and remain in force until March 31, 2024. Either party to this Agreement desiring to terminate this Agreement or renegotiate a new contract shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of this Agreement and present its proposals in writing within forty five (45) days

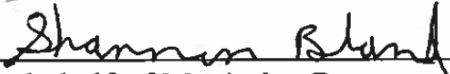
prior to the expiration of the current Collective Agreement; or as is mutually agreed upon between the parties. If notice is not given as above, the Agreement shall be automatically renewed without change for a further period of one (1) year.

IN WITNESS WHEREOF A representative of **AXR Operating (National) LP operating as Beacon Hill Lodge**, has hereunto set their hand for, and on behalf of, **AXR Operating (National) LP operating as Beacon Hill Lodge**, and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 31 day of May, 2023



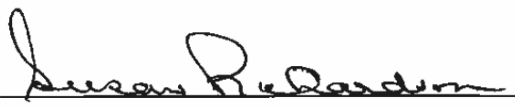
On behalf of Beacon Hill Lodge



On behalf of Manitoba Government and General Employees' Union




On behalf of Beacon Hill Lodge




On behalf of Manitoba Government and General Employees' Union



On behalf of Beacon Hill Lodge



On behalf of Manitoba Government and General Employees' Union



Appendix "A" Departments for Purposes of Seniority

Food Services:	Cooks, Dietary Aide , Potwasher and Dishwasher
Environmental Services:	Housekeeping Aide , Laundry Aides, Maintenance Assistant/Janitor and Building Engineer
Information Desk:	Receptionist
Resident Care:	Health Care Aides, Rehabilitation Assistant and Recreation Aide and Ward Clerk

Letter of Understanding

between

AXR Operating (National) LP operating as
Beacon Hill Lodge

and

Manitoba Government and General Employees' Union

Re: Signing Bonus

Each employee currently employed on date of the Award shall be entitled to a one time lump sum payment of five hundred dollars (\$500).

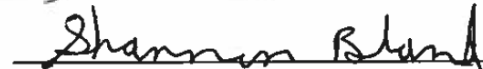
All statutory deductions will apply to this lump sum payment. The lump sum payment is deemed non-pensionable and is not subject to benefit deductions.

Employees on a leave of absence shall receive the lump sum and will be required to report all earnings to any applicable third party payer/insurer.

Signed this 31 day of May, 2023



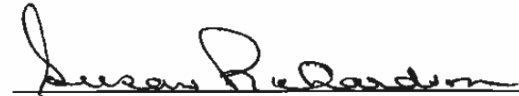
On behalf of Beacon Hill Lodge



On behalf of Manitoba Government
and General Employees' Union



On behalf of Beacon Hill Lodge



On behalf of Manitoba Government
and General Employees' Union



On behalf of Beacon Hill Lodge



On behalf of Manitoba Government
and General Employees' Union



Letter of Understanding

between

**AXR Operating (National) LP operating as
Beacon Hill Lodge**

and

Manitoba Government and General Employees' Union

Re: Carrier for Dental Plan

The parties herein agree that **ninety (90) days** of the **renewal of the Agreement** the **Union and the Employer will meet in regard to changing the carrier of the dental plan from Blue Cross to Manulife.**

In the event the Employer can demonstrate that members will receive an equivalent, or better dental plan benefit (as a whole) from Manulife as they currently do from Blue Cross, the parties agree that the change of carrier will occur.

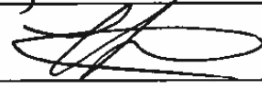
This will be done in such a way that there is no disruption in service.

Upon implementation of the Manulife dental plan, the Employer will amend Article 38:03(b) to participate by paying ten percent (10%) of the premium costs for full time employees and five percent (5%) for part time employees' extended health care premiums.

Signed this 31 day of May, 2023.



On behalf of Beacon Hill Lodge



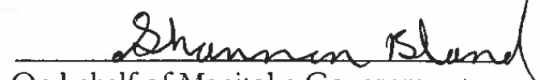
On behalf of Manitoba Government
and General Employees' Union



On behalf of Beacon Hill Lodge



On behalf of Beacon Hill Lodge



On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Government
and General Employees' Union



Letter of Understanding

between

**AXR Operating (National) LP operating as
Beacon Hill Lodge**

and

Manitoba Government and General Employees' Union

Re: Promotion & Transfer, Food Service Aide Classification

The Employer agrees that in the application of the new agreed to wording in Article 13:01 the following practice will be applied to **the following** employees in the Cooks classification and Food Service Aide classification.

- (a) That **the below employees'** who do not have a Cook's certificate or diploma will be grandfathered into their existing positions and will be allowed to apply for and be awarded (based on seniority) vacant Cook positions as they arise.

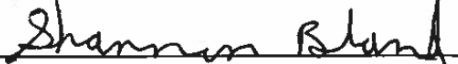
1. Libertine Aquino

2. Roberta Hardisty

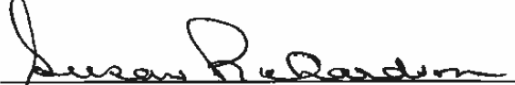
That all postings following date of ratification shall be limited to one (1) classification per position.

Signed this 31 day of May, 2022

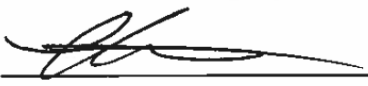

On behalf of Beacon Hill Lodge


On behalf of Manitoba Government
and General Employees' Union


On behalf of Beacon Hill Lodge


On behalf of Manitoba Government
and General Employees' Union


On behalf of Beacon Hill Lodge


On behalf of Manitoba Government
and General Employees' Union



Letter of Understanding

between

AXR Operating (National) LP operating as
Beacon Hill Lodge

and

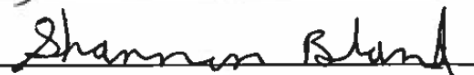
Manitoba Government and General Employees' Union

Re: Adding Information to Paystubs

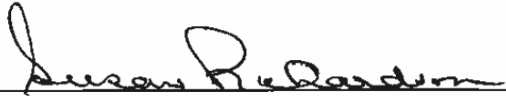
The parties agree that during the life of the Agreement the Employer will explore the feasibility of adding items such as banked sick time and banked stat time to the paystubs and if feasible the Employer will make such changes to the paystubs.

Signed this 31 day of May, 2023


On behalf of Beacon Hill Lodge


On behalf of Manitoba Government
and General Employees' Union


On behalf of Beacon Hill Lodge


On behalf of Manitoba Government
and General Employees' Union


On behalf of Beacon Hill Lodge


On behalf of Manitoba Government
and General Employees' Union



Salary Schedule

April 1, 2017 - 1.25%

April 1, 2018 - 1.25%

April 1, 2019 - 1.4%

April 1, 2020 - 0.5%

April 1, 2021 – 1.2%

April 1, 2022 – 2.0%

April 1, 2023 – 2.0%

Retroactive on all hours paid for employees on payroll at date of ratification.

The starting salary of a newly hired employee shall recognize recent and relevant experience hereinafter:

Length of Experience	Starting Rate
Less than 1 year	Start rate
1 year within the past 2 years	1 year rate
2 years within the past 3 years	2 year rate
3 years within the past 4 years	3 year rate

It shall be the responsibility of the newly hired employee to provide reasonable proof of recent and relevant experience within the first three (3) calendar months of employment in order to be considered for a salary increment and if she/he fails to do so, she/he shall not be entitled to any recognition.

Salary Schedule

Salary Scale April 1, 2017 to March 31, 2024

CLASSIFICATION		April 1/17	April 1/18	April 1/19	April 1/20	April 1/21	April 1/22	April 1/23
		1.25%	1.25%	1.40%	0.50%	1.20%	2.00%	2.00%
Housekeeping Aide	Probation	15.667	15.863	16.085	16.165	16.359	16.686	17.020
Laundry Aide	Start - 520 Hrs 1 year - 2,080	15.920	16.119	16.345	16.427	16.624	16.956	17.295
Dietary Aide	Hrs 2 years - 4,160	16.239	16.442	16.672	16.755	16.956	17.295	17.641
	Hrs 3 years - 6,240	16.581	16.788	17.023	17.108	17.313	17.659	18.012
	Hrs	16.970	17.182	17.423	17.510	17.720	18.074	18.435
Building Engineer	Probation	19.132	19.371	19.642	19.740	19.977	20.377	20.785
	Start - 520 Hrs 1 year - 2,080	19.630	19.875	20.153	20.254	20.497	20.907	21.325
	Hrs 2 years - 4,160	20.140	20.392	20.677	20.780	21.029	21.450	21.879
	Hrs 3 years - 6,240	20.649	20.907	21.200	21.306	21.562	21.993	22.433
	Hrs	21.180	21.445	21.745	21.854	22.116	22.558	23.009
Maintenance	Probation	17.800	18.023	18.275	18.366	18.586	18.958	19.337
	Start - 520 Hrs 1 year - 2,080	18.300	18.529	18.788	18.882	19.109	19.491	19.881
	Hrs 2 years - 4,160	18.810	19.045	19.312	19.409	19.642	20.035	20.436
	Hrs 3 years - 6,240	19.320	19.562	19.836	19.935	20.174	20.577	20.989
	Hrs	19.850	20.098	20.379	20.481	20.727	21.142	21.565
Dishwasher	Probation	15.761	15.958	16.181	16.262	16.457	16.786	17.122
	Start - 520 Hrs 1 year - 2,080	16.086	16.287	16.515	16.598	16.797	17.133	17.476
	Hrs 2 years - 4,160	16.455	16.661	16.894	16.978	17.182	17.526	17.877
	Hrs 3 years - 6,240	16.758	16.967	17.205	17.291	17.498	17.848	18.205
	Hrs	17.251	17.467	17.712	17.801	18.015	18.375	18.743

Receptionist	Probation	16.753	16.962	17.199	17.285	17.492	17.842	18.199
	Start - 520 Hrs	17.108	17.322	17.565	17.653	17.865	18.222	18.586
	1 year - 2,080 Hrs	17.485	17.704	17.952	18.042	18.259	18.624	18.996
	2 years - 4,160 Hrs	17.807	18.030	18.282	18.373	18.593	18.965	19.344
	3 years - 6,240 Hrs	18.437	18.667	18.928	19.023	19.251	19.636	20.029

Health Care Aide	Probation	17.896	18.120	18.374	18.466	18.688	19.062	19.443
	Start - 520 Hrs	18.288	18.517	18.776	18.870	19.096	19.478	19.868
	1 year - 2,080 Hrs	18.610	18.843	19.107	19.203	19.433	19.822	20.218
	2 years - 4,160 Hrs	19.274	19.515	19.788	19.887	20.126	20.529	20.940
	3 years - 6,240 Hrs	19.940	20.189	20.472	20.574	20.821	21.237	21.662
	4 years - 8,320 hours							22.312

Rehabilitation Assistant	Probation	17.896	18.120	18.374	18.466	18.688	19.062	19.443
	Start - 520 Hrs	18.288	18.517	18.776	18.870	19.096	19.478	19.868
	1 year - 2,080 Hrs	18.610	18.843	19.107	19.203	19.433	19.822	20.218
	2 years - 4,160 Hrs	19.274	19.515	19.788	19.887	20.126	20.529	20.940
	3 years - 6,240 Hrs	19.940	20.189	20.472	20.574	20.821	21.237	21.662

Recreation Aide	Probation	18.171	18.398	18.656	18.749	18.974	19.353	19.740
	Start - 520 Hrs	18.621	18.854	19.118	19.214	19.445	19.834	20.231
	1 year - 2,080 Hrs	18.803	19.038	19.305	19.402	19.635	20.028	20.429
	2 years - 4,160 Hrs	19.172	19.412	19.684	19.782	20.019	20.419	20.827
	3 years - 6,240 Hrs	19.940	20.189	20.472	20.574	20.821	21.237	21.662

Cook	Probation	19.215	19.455	19.727	19.826	20.064	20.465	20.874
	Start - 520 Hrs	19.664	19.910	20.189	20.290	20.533	20.944	21.363
	1 year - 2,080 Hrs	19.997	20.247	20.530	20.633	20.881	21.299	21.725
	2 years - 4,160 Hrs	20.431	20.686	20.976	21.081	21.334	21.761	22.196
	3 years - 6,240 Hrs	20.833	21.093	21.388	21.495	21.753	22.188	22.632

Ward Clerk	Probation	19.242	19.483	19.756	19.855	20.093	20.495	20.905
	Start - 520 Hrs	19.734	19.981	20.261	20.362	20.606	21.018	21.438
	1 year - 2,080 Hrs	20.228	20.481	20.768	20.872	21.122	21.544	21.975
	2 years - 4,160 Hrs	20.722	20.981	21.275	21.381	21.638	22.071	22.512
	3 years - 6,240 Hrs	21.251	21.517	21.818	21.927	22.190	22.634	23.087