

COLLECTIVE AGREEMENT

BETWEEN

COMPASS GROUP CANADA LTD.

**AT BETEL HOME FOUNDATION
GIMLI, MANITOBA**

AND

CUPE / *Canadian Union
of Public Employees*
LOCAL 1912

TERM OF AGREEMENT:

MAY 1, 2019 TO APRIL 30, 2023

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THIS AGREEMENT made and entered as of this _____ day of _____, 2020.

BETWEEN:

COMPASS GROUP CANADA LTD.
(hereinafter referred to as the “Employer”)

OF THE FIRST PART,

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1912
(hereinafter referred to as the “Union”)

OF THE SECOND PART.

PREAMBLE

WITNESSETH THAT:

WHEREAS the Employer and the Union have agreed to enter a collective agreement containing terms and conditions of employment of the employees, as hereinafter set forth;

NOW THEREFORE, the Employer and the Union mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

101 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer, working at the Facility of the Betel Home Foundation in Gimli, Manitoba, except the Manager, Dietary Supervisor, Dieticians and those excluded by the *Labour Relations Act* of Manitoba, as defined in Manitoba Labour Board Order No. MLB-3850 dated April 6, 1984.

ARTICLE 2 - MANAGEMENT RIGHTS

- 201 (a) The Union recognizes that the Employer has the sole and exclusive right to manage its business in all respects in accordance with its commitments and responsibilities subject only to the specific provisions of this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations, to determine work and production schedules, to maintain order, discipline and efficiency, and to direct its work force, including the right to hire, transfer, promote, demote, classify, reassign jobs or duties; to suspend or discharge any employee for just cause; to reorganize, close or disband its operation or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces; and to make and alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the terms of this Agreement.
- (b) In administering the collective agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the terms of the collective agreement as a whole.

ARTICLE 3 – UNION REPRESENTATION

- 301 There shall be no more than two (2) stewards.
- 302 The Union shall notify the Employer in writing of the name of the stewards. The Employer shall be obliged to recognize only the stewards of whom it has been so notified. A steward must be an employee of the Employer.
- 303 The Union acknowledges that stewards have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances, without first obtaining the permission of **his**/her immediate supervisor or the Manager. No employee who is a steward shall lose any wages for the time spent during scheduled working hours while attending scheduled meetings with the Employer relating to the processing of grievances under Article **8** hereof.
- 304 The Employer agrees that the Union may use the notice board in the dietary department to post thereon notices relating to Union matters. No notice will be posted without the prior written consent of the Manager or **his**/her designate, which consent shall not be unreasonably withheld.
- 305 On request, the Union will provide free of charge to the Employer a copy of this Agreement for each supervisor and department head.

306 A representative of the Union may have access to the Employer's premises for the purpose of assisting in the settlement of grievances or for attending scheduled meetings with the Employer, only where **he**/she has received the permission of the Manager or **his**/her delegated representative. Such permission will not be unreasonably withheld.

307 The Union agrees that Union meetings will not be held during working hours, that no employee or Union official will solicit membership in the Union or engage in any Union business or activity on Employer time during **his**/her working hours or during the working hours of any employee, without obtaining the written permission of the Employer. Violation by any employee of any of the foregoing provisions shall be cause for discipline of such employee by the Employer.

308 When meeting with employees to conduct negotiations, up to three (3) employees shall be entitled to a leave of absence without loss of regular pay or benefits to attend as a representative of CUPE. Such employees shall be entitled to a leave of absence without loss of regular pay or benefits. The CUPE National Representative shall also attend.

The Employer will continue to pay the employees subject to total recovery from the Union of wages, benefits and other related costs.

309 The Employer agrees to provide the names, addresses and phone numbers of the new employees to the Union every six (6) months.

ARTICLE 4 - DURATION OF AGREEMENT

401 This Agreement shall come into effect on May 1, **2019** and shall remain in effect until April 30, **2023**.

402 Either of the parties wishing to revise or terminate this Agreement shall notify the other party in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall within ten (10) days or such later time as the parties may, in writing, mutually agree, commence negotiations. If notice for revision or termination of this Agreement is not given as above, this Agreement shall be automatically renewed for a further period of one (1) year.

403 If notice is given for revision or termination of this Agreement as aforesaid, the parties agree that together with the delivery of such notice, each party must submit their respective written proposals for a new agreement or for the revision of this Agreement. The parties hereto agree that they will be restricted in their negotiations to those matters raised in their respective written proposals, if any.

- 404 (a) Should the parties fail to conclude a new agreement prior to the expiry date of this agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- (b) The Union agrees to give the Employer at least one (1) week's (7 days) written notice as to the date of intended strike action.
- (c) The Employer agrees to give the Union at least one (1) week's (7 days) written notice as to the date of intended lockout.

ARTICLE 5 - UNION SECURITY AND DUES CHECKOFF

- 501 The Employer shall:
- (a) deduct from the wages of each employee in the unit affected by the Collective Agreement, whether or not the employee is a member of the Union, the amount of regular monthly membership dues as determined by the Union except that where the employee is not a member of the Union, the amount deducted shall not include any portion of such dues that is payable in respect of pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the Union or in respect of special assessments payable by members of the Union;
- (b) remit the amounts deducted under Article 501 (a) to the Union on or before the 15th of the following month, together with a list showing the names of the employees from whose wages deductions have been made under Article 501 (a) and the amounts so deducted from each employee's wages.
- 502 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability, which the Employer might incur as a result of such deductions being made.
- 503 The Union shall notify the Employer in writing of any change in the amount of regular monthly membership dues at least one (1) month prior to the effective date of such change.
- 504 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 6 - DISCRIMINATION AND HARASSMENT

601 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

602 The parties agree that there shall be no discrimination based on the *Manitoba Human Rights Code*, including:

- ancestry, including colour and perceived race;
- ethnic background or origin;
- age;
- nationality or national origin;
- political belief, association or activity;
- religion or creed;
- sex, including sex-determined characteristics such as pregnancy;
- marital status or family status;
- gender identity;
- sexual orientation;
- physical or mental disability;
- place of residence;
- source of income;
- social disadvantage; and also
- membership or non-membership or activity in the union.

603 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).

604 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Workplace Harassment Policy.

Employees are encouraged to review the Harassment Policy jointly developed by the Employer and the Union in the Employer's Policy Manual or available from a member of the Local Union Executive.

ARTICLE 7 - DEFINITIONS

701 The word "employee" shall mean a person covered by this Agreement.

702 The word "regular full-time employee" shall mean an employee who is regularly and recurrently scheduled to work: (*see Article 12, Hours of Work*)

- (a) not less than six and one-half ($6\frac{1}{2}$) hours in any day and fifty-two (52) hours biweekly period; and
- (b) not more than seven and three-quarters ($7\frac{3}{4}$) hours of work in any day and seventy-seven and one-half ($77\frac{1}{2}$) hours per biweekly period, exclusive of overtime; and
- (c) shall not be used for benefit qualifications or other purposes that would increase company costs.

This definition of full-time hours shall not be used as a basis for calculation of overtime hours of payment therefore as the provisions relating to payment of overtime are governed by Article 12 of this Agreement.

- 703 The words "part-time employee" wherever used in this Agreement shall be deemed to refer to an employee covered by this Agreement who, on a regular and recurring basis, is scheduled to work less than the full-time hours, as specified in Article 702 above.
- 704 A "casual employee" is one who is called occasionally by the Employer on an unscheduled basis to replace absent employees and who does not meet the requirements of 702 and 703. A casual employee shall receive not less than the starting rate of the position to which he/she is assigned. **Casual employees shall be credited for seniority hours upon hire into a permanent full time or part time position.**
- 705 A newly hired full-time or part-time employee shall be considered as a probationary employee for his/her first ninety (90) working days of employment. Notwithstanding the aforementioned, the maximum probationary period will be six (6) calendar months. Where necessary the parties can extend the probationary period by mutual agreement. In calculating the probationary period, six and one-half ($6\frac{1}{2}$) hours of work shall be deemed to be one working day. During the probationary period, the employee shall not accumulate seniority or sick leave and the Employer shall have the right to discharge or suspend a probationary employee in its sole and exclusive discretion and such employee shall be deemed to have been discharged or suspended for just cause and it is agreed that the employee in question shall have no right to grieve in respect thereof and that the provisions for arbitration hereunder provided shall not apply in any such case. If an employee successfully completes the probationary period, he/she shall be placed on the seniority list at that time, backdated to his/her date of employment in the bargaining unit and shall also be credited with sick leave benefits backdated to date of employment.
- 706 (a) A temporary employee is an employee hired for a specific period of time to replace a regular full or part-time employee:

- (i) who is in receipt of income protection where it is expected absence due to sickness will be of a lengthy duration;
- (ii) who is on approved leave of absence without pay; or
- (iii) who is on maternity leave; or
- (iv) who is absent on vacation for three consecutive weeks or more.

The employment of an employee hired as a temporary employee shall automatically terminate, at the expiry of the stipulated term or upon the return of the absent employee, whichever is the lesser. An employee hired as a temporary employee shall be advised at the time of **his/her** hiring of **his/her** temporary status and the duration of **his/her** employment. It is understood that the hiring of a temporary employee or the filling of a temporary position under the conditions set forth in the Article does not create a new position or vacancy and therefore the relevant posting provisions of Article 11 do not apply.

- (b) It is understood that, in filling a temporary vacancy, as defined above, the Employer shall give first consideration to existing employees, **in order of seniority. Employees may file** a letter with the Manager indicating that they wish to fill any temporary vacancy which may arise from time to time. The Employer is only obliged to consider employees who have filed such a letter and in selecting any existing employee for the temporary position the criteria set forth in Article 1106 shall apply. Any employee selected for the temporary position shall be returned to **his/her** former status and position at the expiry of the stipulated term or upon the return of the absent employee. It is further agreed that these provisions do not entitle an employee to be considered for the temporary position if, at the time a temporary vacancy arises, the employee is working in the same classification and for the same hours, as the employee who will be on leave of absence.
 - **The Employer will determine whether positions of less than three months will be posted.**
 - **The Employer will make each employee aware of the temporary vacancies which are less than three (3) months.**
 - **Term positions of a duration of three (3) months or more shall be posted.**
 - **Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.**

- (c) A temporary employee shall receive not less than the start rate of the position for which **he**/she is hired. A temporary employee shall not accumulate seniority provided however, that when a temporary employee is retained by the Employer immediately following the expiry of the stipulated term as a regular full or part-time employee the time spent as temporary employee of the Employer shall be credited to seniority. Temporary employees shall be governed by the terms of this Agreement except that the termination of their employment shall not be the subject of grievance and/or arbitration due to their acknowledged temporary status. The provisions of this subarticle shall not apply to existing full-time or part-time employees who fill a temporary vacancy under (ii) above.

707 Wherever the masculine pronoun is used in this Agreement, it includes the feminine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural.

ARTICLE 8 - GRIEVANCE PROCEDURE

801 The parties hereto desire that every grievance shall be dealt with as quickly as possible and that adjustment of every grievance shall be properly made. An alleged grievance shall be submitted in the first step within **ten (10)** days of the circumstances giving rise to the grievance or in the case of a grievance originating while an employee is on an approved leave of absence from work, within seven (7) days of **his**/her return from such leave of absence.

802 For the purpose of this Agreement, a grievance is defined as a dispute or controversy between the Employer and one (1) or more of its employees concerning the interpretation, application, meaning, operation or any alleged violation of this Agreement.

803 General Grievance Regulations

- (a) The word "days" as used in this article shall mean working days, other than Saturdays and Sundays or a statutory holiday as referred to in Article 16.
- (b) The discussion and decision made on each grievance shall be limited to the matter specified in the written grievance at Step 1.

804 Grievances shall be processed in the following manner and sequence:

Step 1

The aggrieved employee shall, within the time specified in Article 801 above, present **his**/her written grievance to the Manager. The grievance shall set forth

the particulars of the grievance and the remedy sought. The Manager shall render a written decision to the employee within two (2) days of the receipt of the grievance.

Step 2

Failing satisfactory settlement at Step 1, within the designated time, the Union Representative or **his/her** designate shall submit the written grievance to the District Manager or **his/her** delegated representative within **fifteen (15)** days of the date the Manager issued or was required to issue **his/her** answer in writing. Upon receipt of the grievance, the matter shall be investigated by the District Manager or **his/her** delegated representative, who will give **his/her** decision in writing to the employee and the Union within **fifteen (15)** days of receipt of the written grievance.

Step 3

Failing satisfactory settlement at Step 2, within the designated time, the Union representative or designate shall submit the written grievance to the labour relations officer (corporate) or designate within **fifteen (15)** days of the date the manager issued or was required to issue **his/her** answer in writing. Upon receipt of the grievance, the matter shall be investigated by the labour relations officer or designate, who will render a written decision, in writing, to the Union within ten (10) days of receipt of the written grievance.

- 805 Should any grievance not be submitted or carried from step to step by the employee within the time limits specified above, then the grievance shall be deemed to be abandoned. If no decision has been given to the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 806 The time limits set out in this article may be extended by written agreement of the parties.
- 807 Any written agreement arrived at between the parties during, or subsequent to the above steps, shall be binding upon both parties and on all persons concerned.

ARTICLE 9 - ARBITRATION

- 901 Failing settlement of any grievance under the procedure set forth in Article 8, such grievance may be submitted to arbitration provided it has been properly processed under Article 8.
- 902 A request for arbitration shall be made in writing by either party, addressed to the other party to this Agreement and shall be made within ten (10) days after

exhausting the grievance procedure established by Article 8 of this Agreement. It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Employer and the Union, having expressed confidence in the ability of the under mentioned persons, agree that they shall be called to arbitration on a rotation basis and in order of their listing:

- (a) William Hamilton, Q.C.
- (b) Kristin L. Gibson
- (c) John M. P. Korpesho

If the arbitrator whose turn is indicated cannot act within thirty (30) days, or such later time as the parties may agree in writing, the succeeding names will be approached in order until an arbitrator is reached who can sit within a reasonable time to hear the grievance. Should all listed persons be unwilling or unable to serve when so approached then an unlisted person will be appointed by the Minister of Labour of the Province of Manitoba upon the request by either party to this Agreement. Persons selected under this Article, who when requested to serve are unwilling or unable to do so, shall be rotated to the bottom of the list. The arbitrator chosen shall certify the corrected order of the list of arbitrators as part of his/her decision for each arbitration. It is anticipated the arbitrator will submit the award within thirty (30) days from the date of completion of hearings.

- 903 No person who has a pecuniary interest in a matter coming to arbitration, or who is acting, or has, within a period of one (1) year prior to the date on which the notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is eligible for appointment as arbitrator. Each of the parties hereto will bear the expense of an arbitrator equally. The decision of the arbitrator will be final and binding upon the parties and any employee affected by it. The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 904 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement or substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to alter, enlarge, modify or amend the provisions of the grievance nor deal with any matter not covered by this Agreement.
- 905 The time limits fixed in the arbitration procedure may be extended by written agreement of the parties.

ARTICLE 10 - STRIKES AND LOCKOUTS

- 1001 The Union agrees that for the duration of this Agreement it will not cause, direct or consent to any strike action on the part of the employees represented by the Union, nor shall any employee(s) threaten or take part in a strike, and that if any such action should be taken by the employee(s), the Union will instruct the said employee(s) in writing to return to work and perform **his/her** or their usual duties and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.
- 1002 The Employer agrees that it shall not threaten an unlawful lockout of any employee(s) and that there will be no lockouts of its employee(s) for the duration of this Agreement.
- 1003 For the purpose of this Agreement, a strike shall be deemed to include any slowdown, any interruption of work or suspension of work, any stoppage, study session, picketing or other collective interference with services or entry to or egress from the place of employment.

ARTICLE 11 - SENIORITY

- 1101 Seniority shall mean the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer. Therefore, seniority will continue to accrue if an employee is on any paid leave of absence, paid sick leave or paid vacation.
- 1102 Seniority and benefit accumulation/entitlement will accrue when an employee is:
- (a) on a period of paid leave of absence;
 - (b) on paid sick leave ;
 - (c) on paid vacation;
 - (d) on unpaid leave of absence of up to four (4) consecutive weeks;
 - (e) on any period of full Workers' Compensation benefits;
 - (f) on any approved unpaid leave of absence for union purposes of up to one (1) year;
 - (g) on approved parental or adoption for purposes of seniority accrual and four (4) weeks maximum for purposes of benefit accrual.

1103 Seniority will be retained but not accrue when an employee is:

- (a) on an unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) in receipt of total and permanent disability benefit established by the Workers' Compensation Board;
- (c) laid off for less than twelve (12) months for employees with less than two (2) years of service and twenty-four (24) months for employees with more than two (2) years of continuous service;
- (d) on trial period in an out of scope position;

In the case of Workers' Compensation mentioned in Article 1111 (b), seniority would continue to accrue during the initial period of Workers' Compensation (exception being the total permanent disability) however, benefit accrual would cease after one (1) year on Workers' Compensation.

1104 An employee's seniority shall be forfeited with no obligation on the Employer to rehire such employee in the event of any one of the following occurrences:

- (a) if **he**/she quits voluntarily; or
- (b) if **he**/she is discharged and not reinstated under the grievance or arbitration procedure; or
- (c) if **he**/she is absent for three (3) consecutive working days, without providing a reason satisfactory to the Employer, in which case the employee shall be deemed to have quit voluntarily; or
- (d) if **he**/she fails to report to work as scheduled at the expiration of an authorized leave of absence, vacation or suspension without providing a reason satisfactory to the Employer; or
- (e) if **he**/she is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate; or
- (f) after being on a continuous layoff for a period of twelve (12) months if **he**/she has less than two (2) years' service and twenty-four (24) months for employees who have more than two (2) years of continuous service; or
- (g) if **he**/she accepts a promotion or transfer out of the bargaining unit and remains in the new position for a period of thirty (30) days. Should the employee be returned to the bargaining unit within the thirty (30) day

period, **he/she** shall retain the seniority **he/she** had acquired at the time of the promotion or transfer; or

(h) if **he/she** retires.

1105 The Employer shall maintain a seniority list showing the name, commencement date of employment, classification of each employee entitled to be on the list. A copy of such list shall be provided to the Union within thirty (30) days of the signing of this Agreement and shall be posted on the premises. Thereafter, up-to-date seniority lists shall be sent to the Union once every six (6) months.

1106 The Employer agrees to post notices of vacant or new positions covered by this Agreement 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.

1107 Senior employees shall be given preference in connection with new positions, vacancies, or promotions provided, in the judgment of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, ability and employment record of any of the competing applicants are equal.

1108 **Trial Period**

- (a) All promotions and voluntary transfers are subject to a trial period of two hundred and forty (240) worked hours. The trial period may be extended on mutual agreement of the Employer and the employees.
- (b) Conditional upon satisfactory performance, **he/she** shall be declared permanent after the trial period.
- (c) During the trial period **he/she** shall be returned to **his/her** former position without loss of seniority:
 - (i) by the Employer when **he/she** proves to be unsatisfactory in the new position, or
 - (ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.
- (d) Notwithstanding Article 1105, should an employee elect to return to **his/her** former position in accordance with (i) or (ii) above within twenty-eight (28) calendar days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1106.

1109 Senior employees shall be given preference in connection with layoffs and recalls after layoffs, provided, in the judgment of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, such employees possess the required qualifications, ability and employment record to perform the required duties.

1110 For the purposes of this Article the length of continuous and unbroken service by an employee at Betel Home Foundation shall be recognized as service with the Employer, provided the employee accepted employment with the Employer as of February 28, 1984, and has been continuously employed with the Employer since that date. In the case of an employee who was once in the employ of Betel Home Foundation but who, since accepting employment with this Employer, resigned or was discharged, or whose employment was terminated, seniority shall only date from the most recent date of hire by the Employer.

When the first seniority list is published by the Employer under Article 1104 above, it shall indicate the length of prior credited service for those employees so entitled. If an employee does not challenge this seniority position within thirty (30) days of the date of the list's publication, then the seniority list shall be deemed, for all purposes, to be accurate and final and binding on all employees and the Union.

ARTICLE 12 - HOURS OF WORK

1201 This article is intended to define the basis for the calculation of and payment for overtime and nothing herein shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

1202 The regular full-time hours of work for any day as defined in Article 702 shall:

- (a) **be not less than six and one-half (6 ½) hours in any day and fifty-two (52) hours biweekly period;**
- (b) **be not more than seven and three-quarter (7 ¾) hours of work in any day and seventy-seven and one-half (77 ½) hours per biweekly period, exclusive of overtime;**
- (c) include a paid rest period of fifteen (15) minutes to be scheduled by the Employer during half of a regular shift;
- (d) exclude an uninterrupted meal period of at least thirty (30) minutes and not more than sixty (60) minutes, which period to be scheduled by the Employer;

- (e) notwithstanding the foregoing, a rest period of fifteen (15) minutes will be scheduled by the Employer during each consecutive three (3) hour period of work for part-time employees.

- 1203 Overtime shall be time worked by any employee in excess of seven and three-quarters ($7\frac{3}{4}$) hours in any day or seventy-seven and one-half ($77\frac{1}{2}$) hours in any biweekly period. Overtime must, in all cases, be approved in advance by the Manager. The Employer may require qualified employees to work overtime if no qualified employees volunteer to work overtime after being requested to do so.
- 1204 The overtime rate shall be one and one-half ($1\frac{1}{2}$) times the regular hourly rate paid the individual employee. Double time the regular hourly rate of pay shall be paid only in the following case: for all hours worked in excess of seven and three-quarters ($7\frac{3}{4}$) hours on a general holiday.
- 1205 A regular full-time employee required to work on **his**/her scheduled day off shall be paid time and one-half ($1\frac{1}{2}$) **his**/her regular hourly rate for all hours worked.
- 1206 An employee who is authorized to work more than two (2) hours overtime at the conclusion of a work day shall receive a meal provided by the Employer on the employee's own time.
- 1207 There shall be no pyramiding of overtime or premiums.
- 1208 When an employee is called in to work for a full shift within one (1) hour of the start of the shift, and reports for duty within one (1) hour of the start of the shift, **he**/she shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

ARTICLE 13 - WORK SCHEDULES

- 1301 Work schedules shall be posted two (2) weeks in advance of the period scheduled. Once posted, the shift schedule shall not be changed for the period covered by the posting unless mutually agreed between the employee and the Employer. Where there is no agreement, overtime rates shall apply only for the hours that were changed in the schedule as originally posted.
- 1302 As far as possible, days off shall be planned in such a way as to equally distribute weekends. All regular full-time employees shall have every third weekend off. A weekend constitutes Saturday and Sunday.
- 1303 It is understood that any change in shifts or days off initiated by the employees themselves and approved in advance by the Employer shall not result in overtime costs or any other supplementary salary cost to the Employer.

- 1304 There shall be no split shifts unless by mutual agreement between the Employer and the employee.
- 1305 An employee reporting for work as scheduled but finding no work available shall be paid a minimum of three (3) hours at **his/her** basic rate of pay. This shall not apply in cases where the employee was notified previously not to report for work on her schedule shift or when such is a result beyond the Employer's control. To qualify for payment under this provision an employee must have **his/her** current address and telephone number on file with the Employer.
- 1306 Reduction of Hours
- (a) In the event that an employee has **his/her** normal scheduled hours of work reduced on a permanent basis, the employee shall be given two (2) weeks' notice or the Employer shall pay the employee wages, at regular rates, in lieu of the period for which notice was not given, based on the employee's normal schedule of work. A copy of any notice concerning reduction of hours shall be forwarded to the Union.
 - (b) Wherever possible and based on the scheduling requirements of the business in terms of maintaining the number of employees required to provide services, reduction of hours within a classification shall be based on seniority within the classification. No realignment of hours shall require the Employer to incur overtime costs.
 - (c) No new employee shall be hired until those employees who have had their hours of work reduced be given the opportunity to regain the hours lost in order of their seniority.
- 1307 Employees who have indicated to the Employer, in writing, that they wish to work occasional hours over and above hours for which they are regularly scheduled, shall be given preference for such hours in accordance with their seniority, provided the employee has the necessary qualifications and abilities to perform the tasks required. The Employer will have fulfilled its obligations under the provisions of this Article when a representative of the Employer telephones the most senior employee qualified to perform the tasks required in order to ascertain whether or not the said employee is available to do the work. In situations where little notice can be given that occasional hours are available the Employer, after making such a telephone call, will be entitled to by-pass the individual involved and call the next person on the list who is qualified and who has indicated in writing that **he/she** wishes to work available hours. It is understood, that in applying this clause, there will be no obligation on the Employer's part to make hours available to an employee that will result in payment of overtime.

ARTICLE 14 - CALLBACK

1401 An employee called back to duty after having completed **his/her** regularly scheduled shift, and after having left the Employer's premises, but prior to the commencement of **his/her** next regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one-half (1½) /**his/her** regular hourly rate. A callback shall not apply where an employee is notified before going home that **he/she** is required to report at a different time for work for the subsequent scheduled working day.

ARTICLE 15 - ANNUAL VACATION

1501 For vacation purposes, the vacation year will be from June 1st in any year to May 31st of the subsequent year.

1502 A regular full-time employee hired after June 1st in any year and who works less than six (6) months from date of employment to **May 31st** of the subsequent year, shall be paid an amount equal to four percent (4%) of **his/her** wages with respect to the regular working hours worked by **his/her** in such period. A regular full-time employee hired after June 1st in any year and who works more than six (6) months from date of employment to **May 31st** of the subsequent year, shall receive a paid vacation at four percent (4%) of wages earned as at **May 31st**.

1503 **Employees shall be entitled to annual vacations with pay on the following basis:**

- (a) **Fifteen (15) working days per year commencing in the second (2nd) year of employment, paid at six percent (6%) of gross earnings.**
- (b) **Twenty (20) working days per year commencing in the sixth (6th) year of employment, paid at eight percent (8%) of gross earnings.**
- (c) **Twenty-five (25) working days per year commencing in the thirteenth (13th) year of employment, paid at ten percent (10%) of gross earnings.**
- (d) **Thirty (30) working days per year commencing in the twenty-second (22nd) year of employment, paid at twelve percent (12%) of gross earnings.**

1504 All vacations which have been earned by an employee up to **May 31st** in any year must be taken by the employee by the subsequent **May 31st** of the next year **except where the employee's vacation request is denied for operational reasons. Any unused vacation balance as of May 31st will be paid out to the**

employee by July 15th. Any unused vacation balances as of May 31st may not be accumulated from year to year unless otherwise mutually agreed to by the employee and the Employer in writing.

- 1505 The vacation schedule shall be posted by March 31st. Vacation time shall be granted by the Employer so as to least interfere with the continuance of operations and requirements of the business. After posting, the vacation period for any employee shall not be changed unless mutually agreed upon by the employee and the Employer. Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 1506 In the event that an employee is hospitalized during **his/her** vacation, it shall be incumbent upon the employee to notify the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- 1507
- (a) Employees will receive vacation entitlement with each biweekly bank deposit.
 - (b) No employee shall be required to take a split vacation.
 - (c) Part-time employees shall be eligible for a partial vacation with pay on a pro rata basis calculated according to their regular hours actually worked.

ARTICLE 16 - GENERAL HOLIDAYS

- 1601 The following shall be recognized as the statutory holidays with pay:

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

plus any other statutory holiday proclaimed by the Federal, Provincial or Local Governmental authority. Statutory holidays are not to exceed twelve (12) days per year.

- 1602 An employee required to work on a statutory holiday which falls within **his/her** regularly scheduled workweek shall be paid at the rate of time and one-half (1½) **his/her** regular straight time rate for all hours worked and shall also be granted an alternate day off with basic pay. The alternate days may be accumulated by the employee but must be paid out in the last pay period in March of each year.

- 1603 Where a statutory holiday occurs during the period of an employee's vacation or on an employee's day off, the employee shall be entitled to an additional day on **his/her** vacation period or be paid an extra day's pay in lieu of this day's vacation, or be granted an additional day off later or be paid an additional day's pay in lieu of the day off.
- 1604 Notwithstanding anything contained in this article, an employee is not entitled to pay for a statutory holiday in which **he/she** does not work where:
- (a) **he/she** had not earned wages for part or all of each day of at least twelve (12) days during the thirty (30) calendar days immediately preceding the statutory holiday; or
 - (b) **he/she** has absented **himself/herself** from work without the Employer's consent either on the regular scheduled working day immediately preceding or following the statutory holiday.
- 1605 Subject to the staffing requirements of the Employer and where the Employer and the employee mutually agree in writing, up to five (5) days may be saved from general holidays worked and taken in conjunction with regularly scheduled days off or vacations. The employee must indicate to the Employer within five (5) days of working a statutory holiday of **his/her** desire to utilize the day as hereinbefore described. Scheduling of days off in lieu of general holidays shall be mutually agreed.
- 1606 If a general holiday falls on a day on which an employee is receiving sick leave benefits, **he/she** shall be paid for the holiday and such pay shall not be deducted from sick leave benefits.
- 1607 Part-time employees will be paid four point five percent (4.5 %) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular paycheque.

ARTICLE 17 - SICK LEAVE

- 1701 To provide a measure of protection to an employee against loss of income where **he/she** is ill or injured as hereinafter defined, the Employer has agreed to provide the following sick leave benefits.
- 1702 Sick leave means a period of time an employee is allowed to be absent from scheduled work with full pay by reason of being ill or injured, or being quarantined as a result of being exposed to a contagious disease. Injury wherever used in this Agreement shall be "injured in an accident for which compensation is not payable under the *Workers' Compensation Act*".

- 1703 Permanent and part-time employees shall be entitled to sick leave benefits which shall be accumulated at the rate of one and one-quarter (1.25) days for every 151.6 hours of work. Sick leave benefits shall be calculated from the starting date of the employee's employment up to a maximum of one hundred and fifty (150) working days. Such sick leave shall be paid at the employee's regular hourly rate.
- Effective upon ratification, all new permanent and part-time employees shall be entitled to sick leave benefits as stipulated herein which shall be accumulated at the rate of 0.625 days for every 151.6 hours of work. Sick leave benefits shall be calculated from the starting date of the employee's employment up to a maximum of seventy-five (75) working days. Such sick leave shall be paid at the employee's regular hourly rate.
- After an employee has been absent on account of illness on three (3) occasions in any one (1) year period (as of May 1st of each year), the employee shall not be entitled to receive sick leave benefits for the first day of absence on subsequent occasions in that one (1) year period where the employee is absent due to illness.
- 1704 It is understood that where an employee is ill or injured for more than one (1) day, **his/her** sick leave allowance will be calculated as the balance of any unused sick leave credit to date as calculated in 1703 above. All paid sick leave will be deducted from accumulated credits to the nearest quarter hour.
- 1705 An employee who will be absent by reason of illness or injury, as defined above, must give the Employer a reasonable period of notice prior to the starting time of **his/her** shift so that a substitute may be arranged for. Employees not fulfilling this requirement shall be marked absent without leave unless an explanation satisfactory to the Employer is given. An employee returning to work following an absence of one (1) shift or more must notify the Employer within a reasonable period to the starting time of **his/her** shift of **his/her** intent to return to work. If an employee reports for work without having given such notice and a substitute employee has been obtained, then the employee shall be sent home without pay and the substitute employee shall remain at work until such time as the employee gives proper notice.
- 1706 An employee shall accumulate but will not be entitled to be paid sick leave benefits for any sickness accruing during the probationary period.
- 1707 The Employer reserves the right to require a certificate from a duly qualified practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness or in the case of suspected abuse, as proof of illness in regard to any claim for sick leave. Failure to comply with such request may result in non-payment of sick leave benefits and/or refusal to allow the employee to continue to resume **his/her** duties until the Employer's request has been complied with.

- 1708 An employee shall lose **his/her** sick leave concurrently with a loss of seniority.
- 1709 If a regular full-time employee expects to be absent on account of illness for a period exceeding **his/her** accumulated sick leave, and the period for which **he/she** is entitled to receive EI payments on account of such absence, then the employee must request, or cause someone on **his/her** behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of **his/her** last paid day of sick leave. In such cases, the employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of nine (9) months. If, at the end of such leave, the employee does not or cannot return to work, then **he/she** shall be deemed to have voluntarily resigned on that date.
- 1710 Upon written request, the Employer shall provide the employee in writing of the amount of **his/her** accrued sick leave.
- 1711 If a regular full-time employee is prevented from performing **his/her** regular duties with the Employer due to an occupational accident arising out of **his/her** employment with the Employer and this accident is recognized by the *Workers' Compensation Act* as being compensatory within the meaning of the Act, then the Employer will supplement the award made by the Compensation Board for loss of wages to the employee by such an amount that the award of the Compensation Board and the Employer's supplementation will equal ninety percent (90%) of the employee's regular wages, based on **his/her** regular schedule and the employee's sick leave credits will be reduced proportionately, until all sick leave credits have been claimed. It is understood the employee may elect not to receive this supplement and thereby maintain the sick leave credits accumulated prior to **his/her** absence.
- 1712 The Union agrees an employee found abusing sick leave shall be subject to disciplinary action up to and including discharge and in cases of suspected abuse of sick leave, disciplinary action may be taken by the Employer. The Union further agrees to work with management in the review of sick leave utilization.
- 1713 Subject to the provisions of 1703, of each one and one-quarter (1.25) days of unused sick leave credits, eighty percent (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 1702. The remaining twenty percent (20%) shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1714. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

1714 Family Illness

Subject to the provisions of 1703, an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

ARTICLE 18 - LEAVES OF ABSENCE1801 General Leave

If circumstance permit, the Employer may grant leave of absence without pay for a justifiable reason. Any leave of absence shall be applied for in writing at least two (2) weeks in advance and shall specify the reason for requesting the leave. Any employee taking employment elsewhere during the period of leave of absence without the written consent of the Employer shall be subject to discipline or discharge at the option of the Employer. Any employee who is on leave of absence for a period exceeding two (2) consecutive weeks shall maintain but not further accumulate seniority while on such leave.

1802 Bereavement Leave

- (a) (i) When a death occurs to a member of a regular full-time or part-time employee's immediate family, the employee will be granted four (4) working days leave of absence and **he/she** shall be compensated at **his/her** regular straight time hourly rate for hours lost from **his/her** regular schedule on those days. The "immediate family" shall mean the employee's wife, husband, father, mother, stepparent, legal guardian or former legal guardian, son or daughter, stepchild, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, **daughter-in-law, son-in-law**, or relative permanently residing in the employee's household or with whom the employee permanently resides or common law spouse/life partner. One (1) day's bereavement leave may be retained at the employee's request for the use in the case where actual interment, cremation **or memorial service** is at a later date.
- (ii) An employee may be granted additional compassionate or special leave up to a maximum of two (2) days, without loss of regular salary, when requested for the purpose of attending a funeral three hundred (300) miles one way.
- (b) The intent of this article is to minimize the loss of regular wages at a time of bereavement. Therefore, holidays, vacations, leaves of absence, illness

and regularly scheduled days off shall be taken into consideration and shall reduce, in part or in total, the number of days paid for.

- (c) Paid bereavement leave must be consecutive working days which include the day of the funeral. Should an employee be requested by the Employer to give satisfactory proof with respect thereto, **he**/she shall be obliged to do so in order to establish proper qualification for bereavement leave.
- (d) Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer or mourner or to attend a memorial service in place of a funeral. No more than two (2) employees will be granted bereavement leave on the same day.

1803

Civic Responsibilities

- (a) Leave of absence with pay at the regular straight time hourly rate will be granted to an employee engaged in jury duty or court testimony when subpoenaed.
- (b) The Employer shall pay to each employee while so engaged the difference between what the employee would have received if **he**/she had been scheduled to work during such period and but for being so engaged would have worked during such period and the amount **he**/she received for performing the said civic responsibilities, excluding payments received for travelling, meals and other expenses. The employee may be required to furnish proof of jury service or witness attendance and jury duty pay or witness fees received therefore.

1804

Union Leave of Absence

The Employer agrees that where an employee has been named in writing by the Secretary of the Union to represent the Union at a Union convention, school or meeting, a leave of absence without pay shall be granted for this purpose, provided that such leave of absence does not interfere with the Employer's operations. The Union will provide the Employer with as much notice as reasonably possible but in any event not less than two (2) weeks' notice in advance of the names of the delegates so selected. In no instance, **other than for the purposes of negotiations**, will there be more than one (1) delegate, and the leave of absence shall not exceed ten (10) working days in total for any one (1) year.

The Employer will continue to pay employees on Union leave. Wages and benefits for such leaves shall be reimbursed to the Employer by the Union.

1805

Maternity Leave

An employee shall receive maternity leave of seventeen (17) weeks, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- (d) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

1806

Parental Leave

An employee shall receive parental leave of **sixty-three (63)** weeks, subject to the following conditions:

- (a) He/**she** becomes the natural **parent** of a child and assumes actual care and custody of his child.
- (b) He/**she** has completed six (6) months employment as of the date of the intended leave.
- (c) He/**she** submits 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.
- (d) Parental leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

1807

Parental Leave - Adoption

An employee shall receive parental leave without pay of up to thirty-seven (37) weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed six (6) months employment as of the date of the intended leave.
- (d) Parental leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

1808

- (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under this provision, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- (b)
 - (i) An employee shall provide the Employer with at least four (4) weeks written notice of her intention to return to work at the expiration of her leave. Failure to provide such notice may, at the discretion of the Employer, be treated as a voluntary resignation on the part of the employee. An employee who wishes to resume her employment on the expiration of leave and who has given the requisite notice to this effect shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
 - (ii) Notwithstanding Subsection 1808 (b) (i), an employee may end her maternity leave or his/her parental/adoption leave early by giving the Employer written notice of a least two (2) weeks before the day he/she wishes to end the leave.

1809 Failure to return to work as scheduled following any leave of absence without an explanation satisfactory to the Employer may be deemed to constitute a voluntary resignation.

1810 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 thirty (30) days employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician 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 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;
 - (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 *Employment Standards Code*.
- (f) 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 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 continue to accrue while the employee is on compassionate care leave.
- (h) Subject to the provisions of 1703, an employee may apply to sick time to cover part or all of the two (2) week Employment Insurance waiting period;
- (i) 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 1802 (a) (i) and (ii).

1811 For leaves of absence taken under Articles 1805 to 1810, it is understood that the entitlements and provisions of the *Employment Standards Code (ESC)* of Manitoba will apply. If the *ESC* is changed with respect to any leaves of absence covered by Articles 1805 to 1810, the greater benefit between the collective agreement and the *ESC* will apply.

ARTICLE 19 - SUSPENSION AND TERMINATION OF EMPLOYMENT

1901 Any employee required to meet with his/her Employer for discipline or investigative purposes shall be informed ahead of time of the reason for the meeting and their right to have Union representation present, provided this does not result in an unreasonable delay of the appropriate action taken.

Whenever practicable, the Union shall be afforded a reasonable time frame to meet with the employee before hand.

1902 When an employee is disciplined in writing, or an employee is dismissed, the Employer shall provide the reasons to the employee at the final meeting with a copy to be submitted to the Union representative at the meeting.

- 1903 Provided two (2) weeks' notice has been given to the Employer, an employee shall receive within five (5) days of the date of termination all pay due to **his/her** to date of termination.
- 1904 On termination, an employee shall return to the Employer all property of the Employer in **his/her** possession and if **he/she** fails to return same to the Employer upon termination of **his/her** employment in good condition, normal wear and tear expected, the employee will be deducted from **his/her** outstanding wages for costs of same or will be liable for the cost of replacing same.
- 1905 **Notices pertaining to discipline or warnings will be maintained on an employee`s personnel file for a period not exceeding twenty-four (24) months from the date it was issued provided there has not been a further infraction.**
- The above does not apply to notices relating to harassment, theft, breach of trust, or acts of violence which will remain on the employee`s personnel file for a period not exceeding forty-eight (48) months, provided there has not been a further infraction.**

ARTICLE 20 - WAGES

- 2001 The minimum wages payable to any employee in **his/her** respective classification shall be those set forth in the Wage Schedule hereto appended.
- 2002 Salary increments will be granted upon completion of one thousand five hundred and sixty (1,560) hours or one (1) year of service, whichever occurs first.
- 2003 All employees shall be paid every two (2) weeks by direct bank deposit.
- 2004 In the event that an employee is assigned temporarily to a higher paid position and provided the employee carries out substantially all of the duties and responsibilities of that position, **he/she** shall be paid a premium of fifty cents (50¢) per hour from the third day of assuming such position, with the proviso that at no time will **his/her** hourly rate exceed the hourly rate of the position to which **he/she** is assigned. An employee shall be required to work the three (3) day trial period referred to above only once for a given position.
- 2005 Employees will suffer no reduction in pay for temporary assignments in a lower rated classification. Temporary assignment shall mean any assignment that does not exceed five (5) days.
- 2006 Any employee, who at the time of signing this Agreement is receiving a higher rate than that specified in the Wage Schedule, shall not have **his/her** rate reduced.

ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE

- 2101 A joint committee will be established to deal with matters of mutual concern as may arise from time to time. The committee, when established, shall be comprised of equal representation from the Employer and the Union with a total representation not to exceed four (4) members. When a request is made by either party that the committee meet, the meeting shall be held as soon as practicable.
- 2102 The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The committee shall not have the power to bind either the Union or its members of the Employer to any decisions or conclusion reached in its discussions. The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions, but such recommendations are not binding in any way.

ARTICLE 22 - MISCELLANEOUS

- 2201 Upon written request of an employee, the personnel file of the employee shall be made available once per year for **his**/her examination. The employee may be accompanied by a Steward, if **he**/she so desires. The employee shall be provided with a copy of any document on the file where a written request is made therefore.
- 2202 Uniforms
- (a) Employees shall provide their own uniform and the Employer shall pay a uniform allowance of ten cents (10¢) per regular hour worked.
 - (b) Uniforms must meet the specifications established by the Employer. The cost of maintaining and cleaning uniforms shall be borne by the employee. Uniforms shall only be worn while on duty on the premises with the
 - (c) **Upon submission of receipts, employees shall be provided up to one-hundred dollars (\$100) per calendar year in shoe allowance for slip-resistant shoes.**
- 2203 Weekend Premium
- Employees shall be paid a weekend premium of one dollar (\$1) per hour for all hours worked on any shift where the majority of hours in that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.
- 2204 Lead Hand Premium
- When the manager is absent from regular duties, a lead hand premium of one dollar (\$1) per hour will be paid to the **Cook(s)** on duty during the manager's

regularly scheduled hours for all hours worked. Such hours and premiums will be split equitably among cooks on duty. For example, when the Employer assigns lead hand coverage for a Manager's eight (8) hour shift, the early Cook would be paid the premium for the first four (4) hours and the late Cook would be paid the premium for the second four (4) hours.

2205

Extended Benefits

The Benefit Summary in Schedule “B” is prepared as information only and does not in itself, constitute a contract. The exact terms and conditions of the extended benefits are described in the Policy/Plan documents held by Compass Group Canada. In the event of a discrepancy between this Benefit Summary and the Policy/Plan the terms of the Policy/Plan Documents will prevail. Should the benefit plan carrier change, the Union and employees will be notified prior to the Employer changing plans.

The Employer reserves the right to introduce such processes or other cost containment measures when necessary in attempt to limit future cost sharing increases to the benefit plan. It is understood that such cost containment measures shall not impact the benefit coverage outlined in Schedule “B”. The Employer will give consideration to input from the Union and the impact on employees of the introductions of a new process or measure.

2206

Meal Deduction

Each employee will have the amount of one dollar and seventy cents (\$1.70) per shift worked, deducted from their paycheque to cover the costs of reasonable meals and beverages. There will be no further increases to the meal deduction for the duration of the Collective Agreement.

2207

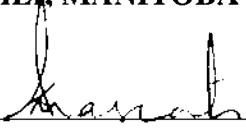
Group RRSP

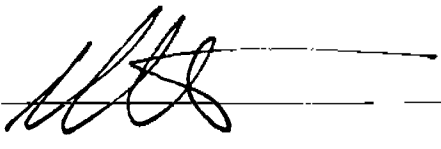
All employees who are enrolled in the benefits plan under Article 2205 and Schedule “B” shall have the option of enrolling in the Employer’s existing Compass Group Canada Group RRSP Plan and contributing either two percent (2%) or four percent (4%) of their earnings which will be matched by the Employer.

Employees may opt in or out of the plan, or increase or decrease their contribution levels, in January of each year by providing at least thirty (30) days written notice to the Employer.


IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2020.

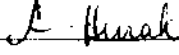
**COMPASS GROUP CANADA LTD.
AT BETEL HOME FOUNDATION
GIMLI, MANITOBA**

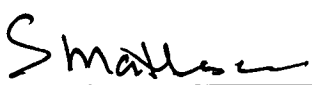




**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1912**







DT:aj/cope491
August 12, 2020

SCHEDULE "A"

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1912
AND
COMPASS GROUP CANADA LTD.
AT BETEL HOME FOUNDATION
GIMLI, MANITOBA**

<i>Salaries</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Effective May 1, 2019 – 1.25%				
Dietary Aides	\$ 16.52	\$ 16.75	\$ 16.91	\$ 17.12
Cooks	17.90	18.14	18.43	18.64
Students	16.51			
Effective May 1, 2020 – 1.5%				
Dietary Aides	\$ 16.77	\$ 17.00	\$ 17.16	\$ 17.38
Cooks	18.17	18.41	18.71	18.92
Students	16.76			
Effective May 1, 2021 – 1.5%				
Dietary Aides	\$ 17.02	\$ 17.26	\$ 17.42	\$ 17.64
Cooks	18.44	18.69	18.99	19.20
Students	17.01			
Effective May 1, 2022 – 1.25%				
Dietary Aides	\$ 17.23	\$ 17.48	\$ 17.64	\$ 17.86
Cooks	18.67	18.92	19.23	19.44
Students	17.22			

DT:aj/cope491
August 12, 2020

SCHEDULE “B”

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1912

AND

**COMPASS GROUP CANADA LTD.
AT BETEL HOME FOUNDATION
GIMLI, MANITOBA**

The eligibility of employees for existing benefits will be as follows:

Regular and part-time employees who are scheduled to work for twenty-five (25) hours or more on average per week and who have completed their probationary period are eligible for benefits as per the Master Policy. Any existing employee, who on date of ratification, who has benefits and who does not meet the twenty-five (25) hour requirement will retain benefit eligibility while employed.

Drug Cards **Yes**

Travel Cards **No**

Cost Share **All benefits fifty percent (50%) Company paid except extended health at one hundred percent (100%).**

Employee paid

Participation in all plans is optional

Mandatory Generic and Mandatory Postscripts

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

• Benefit Formula	• \$10,000
• Termination	• Age 65 or earlier retirement

2. SHORT TERM DISABILITY

• Benefit Formula	• 66 2/3 % of weekly earnings
• Weekly Maximum	• EI
• Benefit Payable	• 1st day accident; 1st day hospital • 7th day sickness
• Benefit Period	• 17 weeks
• Termination	• Age 65 or earlier retirement

EXTENDED HEALTH BENEFIT1. MAJOR BENEFIT Yes No

			Unit	ALL
a)	Annual Deductible Applicable			N/A
b)	Co-payment			80%
c)	Schedule of Benefits			**Requires Physician's Referral**
	**Psychologist	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	Chiropractor	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	**Naturopath	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	**Podiatrist or Chiropodist	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	**Speech Therapist	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	**Physiotherapy	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	**Osteopaths	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	**Massage Therapy	<input checked="" type="checkbox"/> Yes	No	**\$350 per calendar year
	Private Duty Nursing	<input checked="" type="checkbox"/> Yes	No	\$3,000 per calendar year
	Medical Equipment	<input checked="" type="checkbox"/> Yes	No	Covered
	Medical Prothesis	<input checked="" type="checkbox"/> Yes	No	Covered
	Medical Supplies	<input checked="" type="checkbox"/> Yes	No	Covered
	Ambulance Services	<input checked="" type="checkbox"/> Yes	No	Covered
	Hearing Aids	<input checked="" type="checkbox"/> Yes	No	\$500 every 5 years
	Orthotics	<input checked="" type="checkbox"/> Yes	No	\$300 per year

Orthopedic shoes custom made <input checked="" type="checkbox"/> Yes No	Combined with Orthotics Maximum
Orthopedic Modifications <input checked="" type="checkbox"/> Yes No	Combined with Orthotics Maximum
Eye Exams <input checked="" type="checkbox"/> Yes No	\$35 in provinces where eye exams are not covered
d) Survivor Benefit <input checked="" type="checkbox"/> Yes No	2 years
e) Benefit Maximum Age (Termination	Age 65 or earlier retirement
f) Dependent Age	21
g) Student Age	25
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision:	Unlimited

2. DRUG BENEFIT Yes No ****Drug Card****

	Unit	All
a) Plan Type		Prescriptions Drugs
b) Co-payment		80% reimbursement per prescription
c) Annual Deductible		Nil
d) Per Individual Maximums		N/A
e) Benefit Maximum Age		Age 65 or earlier retirement
f) Dependent Age		21
g) Student Age		25
Inclusions:		
I.U.D's, Diaphragms		Yes
Anti-Smoking Agents \$500/individual lifetime		Yes
Fertility \$2400/individual/lifetime		Yes

3. VISION BENEFIT Yes No

	Unit	All
a) Glasses Maximum		\$175/year for employees and dependents every
b) Contact Lenses Coverage		Included
c) Laser Surgery Benefit		Included
d) Vision co-insurance		100%
e) Benefit Maximum Age		Age 65 or earlier retirement
f) Dependent Age		21
g) Student Age		25

4. HOSPITALIZATION BENEFIT Yes No

	Unit	ALL
a) Semi Private Accommodation		Covered
b) Hospitalization Coinsurance		100%
c) Convalescent Hospital; \$20/day maximum for 180 days		Included
d) Benefit Maximum Age		Age 65 or earlier retirement
e) Dependent Age		21
f) Student Age		25

This Benefit Summary is prepared as information only and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits plan are described in the Policy/Plan Documents held by Compass Group. In the event of a discrepancy between this Benefit Summary and the Policy/Plan Documents, the terms of the Policy/Plan Documents will prevail.