

COLLECTIVE AGREEMENT

BETWEEN:

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 69**



- AND -

KEYSTONE AGRICULTURAL AND RECREATIONAL CENTRE INC.

TERM OF AGREEMENT:

AUGUST 1, 2021 TO JULY 31, 2026

INDEX

ARTICLE 1 – BARGAINING AGENCY	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3 – DEFINITIONS.....	1
ARTICLE 4 – UNION SECURITY	4
ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT	4
ARTICLE 6 – UNION REPRESENTATIVES AND ACTIVITIES	5
ARTICLE 7 – GRIEVANCE PROCEDURE.....	6
ARTICLE 8 – ARBITRATION.....	7
ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE	8
ARTICLE 10 – SENIORITY.....	9
ARTICLE 11 – LAY OFF AND RECALL.....	10
ARTICLE 12 – BULLETIN BOARD	11
ARTICLE 13 – HOURS OF WORK AND OVERTIME	11
ARTICLE 14 – INCOME PROTECTION	12
ARTICLE 15 – LEAVES OF ABSENCES.....	14
ARTICLE 16 – GENERAL HOLIDAYS.....	18
ARTICLE 17 – ANNUAL VACATION.....	19
ARTICLE 18 – WAGES AND SHIFT PREMIUMS.....	20
ARTICLE 19 – EMPLOYEE BENEFITS.....	21
ARTICLE 20 – UNIFORMS AND SAFETY EQUIPMENT	22
ARTICLE 21 – HIGHER PAID POSITIONS.....	22
ARTICLE 22 – SAFETY AND HEALTH.....	22
ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE	23
ARTICLE 24 – CHANGES IN CLASSIFICATIONS.....	24
ARTICLE 25 – TERMINATION AND RENEWAL.....	24
ARTICLE 26 – PARKING.....	24
ARTICLE 27 – VACANCIES, TRANSFERS, PROMOTIONS	25
ARTICLE 29 – TECHNOLOGICAL CHANGE	26
LETTER OF UNDERSTANDING #1	27
RE: OVERTIME.....	27
LETTER OF UNDERSTANDING #4	28
RE: ENGINEERING AND ENGINEERING REPLACEMENT WORKER SHIFTS.....	28
LETTER OF UNDERSTANDING #5	30
RE: PART-TIME MAINTENANCE CLASSIFICATION	30
LETTER OF UNDERSTANDING #6	32
RE: MODIFIED HOURS OF WORK - MAINTENANCE	32
LETTER OF UNDERSTANDING #7	33
RE: BENEFITS.....	33
SCHEDULE “A”	34

ARTICLE 1 – BARGAINING AGENCY

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for the unit of employees described in Manitoba Labour Board Certificate MLB 5480 and hereby consents and agrees to negotiate with the Union and its representatives.
- 1.02 Changes in wages and benefits shall be adjusted retroactively to **August 1** unless otherwise specified.
- 1.03 Retroactive pay adjustments shall apply to:
 - a) All hours paid for the period between the expiration of the previous agreement and the date of signing this Agreement;
 - b) Employees who are in the employ of the Centre on the date of signing of this Agreement;
 - c) Employees who have left the service during the above-mentioned period by reason of being laid off by the Centre or who have retired;
 - d) Employees who have died while employed by the Centre during the above-mentioned period. Payments made to deceased employees shall be to the employee's estate.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 Except as otherwise expressly provided for in this agreement it is acknowledged that the Employer has the sole right, responsibility and authority to manage, operate and generally regulate the Employer and its business affairs and functions and to direct and control its work force.

ARTICLE 3 – DEFINITIONS

- 3.01 “Call-back” means a call back to work received by an employee during the period between his completion of work and subsequent starting time.
- 3.02 An “employee” is one who is designated by the Employer as a full-time, part-time, probationary, or temporary employee as defined below in one of the classifications within the scope of this agreement.
- 3.03 “Employer” means the Keystone Agricultural and Recreational Centre Inc. as represented by the General Manager or designate.

3.04 A “full-time employee” is one who regularly works the full prescribed hours of work specified in Article 13.

3.05 A “part-time employee” is one who works on a regularly scheduled basis less than the full-time prescribed hours of work.

3.06 “Casual employees” are employees who work on an unscheduled or irregular basis.

3.07 Probationary Employee

An employee shall be on probation for their first nine hundred and sixty (960) hours in which work is performed.

Probationary employees are entitled to all rights and privileges under this Agreement subject to limitations set out under Article 9.04.

3.08 A “biweekly period” shall mean the two (2) calendar weeks constituting a pay period.

3.09 Where the context so requires, masculine and feminine genders and singular and plural shall be considered interchangeable.

3.10 A “temporary employee” is one who is hired for a specific time period or until completion of a particular project. A temporary employee is only covered by the articles listed below:

- (a) Article 3.10 – Temporary Employee
- (b) Article 3.07 – Probationary Employee
- (c) Article 3.08 – Biweekly Pay Period
- (d) Article 3.09 – Gender Neutral Clause
- (e) Article 4 – Union Security
- (f) Article 5 – No Discrimination or Harassment
- (g) Article 7 – Grievance Procedure
- (h) Article 8 – Arbitration
- (i) Article 9.01 – Discharge, Suspension and Discipline
- (j) Article 22 – Safety and Health
- (k) Article 16 – General Holidays

- (l) Annual Vacation is to be paid in accordance with the *Employment Standards Code*.

3.12 Term Positions

A “term position” shall be for a specific time period or until completion of a particular project within a specific department.

- The Employer will determine whether positions of less than three months will be posted.
- Term positions of 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.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 27 and filled in accordance with Article 10.02.

- All employees may apply for the term position.
- Additional postings shall not be required for the position of the employee who may be awarded the term position.
- Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 13.
- An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
- A permanent employee awarded a term position shall be subject to the trial period as specified in Article 27.02.

Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as “indefinite term”.

- Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
- The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Article 13 shall apply, wherever possible.

Upon completion of the term position, the employee shall return to his former position.

- In the event that the employee's former position is no longer current, an employee shall be entitled to exercise his seniority to displace an employee in any classification with the same or lower salary range within the site, provided he possess the qualifications and ability sufficient to perform the required work.

In case an employee on Maternity/Parental Leave wishes to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per Article 15.08, the Employer shall state on the job posting that the said term position is a "MAT LOA term" which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.

- 3.13 The Keystone Agricultural and Recreational Centre Inc. fiscal year is from August 1 to July 31.

ARTICLE 4 – UNION SECURITY

- 4.01 The Employer agrees to deduct from the wages of each employee covered by this Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues payable by a member of the Union, or where applicable, any special assessments payable by members of the Union.
- 4.02 The Employer agrees that it will remit such Union deductions to the Treasurer of the Union not later than six (6) working days after each pay period and shall provide a list of the names of persons from whom such deductions were made.
- 4.03 The Employer recognizes the role of the Union executive, grievance committee and negotiating committee in labour management relations and shall not discriminate against them.
- 4.04 No employee shall be required to make any written or verbal agreement which conflicts with the terms of this collective agreement.

ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT

- 5.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment as defined by the *Human Rights Code*.

- 5.02 Except as permitted by the *Human Rights Code*, the Employer and the Union agree that there shall be no discrimination, by reason of age, race, colour, creed, ethnic or national origin, ancestry, sexual orientation, physical or mental disability, place of residence, political or religious affiliation or activity, sex, marital or family status nor by reason of his membership, non-membership or activity in a labour union.
- 5.03 The Employer and the Union will not condone acts of harassment, including sexual and racial, in the workplace or in connection with the workplace. It is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. The Employer, the Union, and the employee(s) shall treat situations involving harassment in a confidential manner.
- 5.04 Employees against whom a complaint of employment related harassment has been substantiated will be severely disciplined up to and including dismissal.

5.05 Respectful Workplace

The Union and Employer agree that every employee and volunteer rightfully deserve a respectful workplace, free from harassment, discrimination, and bullying. Should any allegations come forward, the Employer will, in a timely manner, work to resolve the issue, ensuring the safety and dignity of the complainant. All such matters will be kept confidential. It is understood that should allegations come forward, the respondent does have the right to know who their accuser is and what they are being accused of. The complainant, the respondent, and any witnesses are entitled to Union representation through the process of reporting and investigation. It will be encouraged that such issues be resolved between the individuals, but it is understood that at times this may seem impossible. The Union and the Employer will work all parties towards a respectful workplace for all.

- 5.06 **The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.**

ARTICLE 6 – UNION REPRESENTATIVES AND ACTIVITIES

- 6.01 The Employer acknowledges the right of the Union to elect Stewards who may assist employees in presenting their grievance to the designated representatives of the Employer in accordance with the grievance procedure.
- 6.02 Only employees of the Employer shall be eligible to serve as Stewards.
- 6.03 The Union will notify the Employer in writing of the names of their Stewards.

- 6.04 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon.
- 6.05 The interview of an employee by a Union Representative shall be:
- (a) carried on in private, on the premises, and in a place designated by the Employer;
 - (b) held whenever possible during lunch or break periods. However, when this is not possible,
 - (c) held at such time as shall minimize the interference with the operation of the Employer.
- 6.06 The Employer agrees that a Local Union Representative will be given the opportunity to interview each newly-hired employee who is a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed thirty (30) minutes duration.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 A "grievance" shall mean any dispute between an employee, group of employees or the Union and the Employer pertaining to this agreement.
- 7.02 At each step of the grievance procedure, either party may elect to be represented or accompanied by anyone they choose.
- 7.03 Step 1 – The aggrieved employee(s) shall first take his grievance to the Steward within ten (10) working days of the occurrence of the incident. In the event of a grievance originating while the employee is on an approved leave of absence from work, such grievance must be lodged with the Steward within ten (10) working days of return. The grievor must be present at each step of the grievance procedure unless he is physically unable.

Step 2 - If the Steward considers the grievance justified, he will seek to settle the dispute with the employee's supervisor.

Step 3 – Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Steward will submit to the General Manager of the Employer a written statement of the particulars of the grievance and the redress sought. The General Manager shall render his decision within six (6) working days after receipt of such notice.

Step 4 – Failing satisfactory settlement being made in Step 3, the Union, not later than fifteen (15) days after receipt of the General Manager’s decision, may refer the grievance to arbitration, pursuant to the provisions of Article 8. The time limits in processing a grievance may be extended for such time as may be mutually agreed upon by both parties only if application in writing has been submitted within the proper time limits. However if the grievor fails to process his grievance within the time limits specified above, then the grievance shall be deemed to be abandoned. If the Employer fails to comply with the specified time limits in the grievance procedure, the grievance shall be awarded in favour of the grievor.

- 7.04 An employee considered by the Union to be unjustly discharged or suspended shall be entitled to bypass Step 1 and 2 of the Grievance Procedure.

ARTICLE 8 – ARBITRATION

- 8.01 Unless both parties agree to the appointment of a single arbitrator within seven (7) days, the other party shall give notice in writing naming their nominee to the Arbitration Board. The other party shall within seven (7) days after receipt of such notice name its nominee to the Board and shall so advise the Union. The two named members of the Board shall, within five (5) days, name a third member of the Board who shall be Chairperson. In the event the parties fail to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member. The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, nor to modify or amend any portion of this agreement.

8.02 Board Procedures

The Arbitration Board or Sole Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow layman’s procedures and shall avoid legalistic or formal procedures. The Arbitration Board or sole arbitrator shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) days from the time it holds its final meeting.

8.03 Decision of the Board

The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties. The Arbitration Board or Sole Arbitrator shall not have the power to change this agreement, to alter or modify, or amend any of its clauses. However, the Arbitration Board or the sole arbitrator shall have the power to dispose of any grievance by an arrangement deemed just and equitable.

8.04 Disagreement on Decision

Should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator to reconvene within five (5) days to clarify the decision.

8.05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half the fees and expenses of the Chairperson or sole arbitrator.

8.06 Witnesses

Both parties shall have the right to the assistance of any employee concerned as a witness. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

8.07 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and those holidays described as Statutory Holidays in this agreement, and may be extended by mutual consent.

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 9.01 An employee who has completed their probationary period may be disciplined or discharged for just cause only. If the employee feels an injustice has been done, they may take their case up as a grievance.
- 9.02 An employee being disciplined or discharged shall have the opportunity to meet with a Steward to discuss the matter and if they so requests, to meet with the General Manager of the Employer before being asked to leave the premises of the Employer.
- 9.03 If an employee is found to be unjustly suspended or discharged, they shall be reinstated to their former position without loss of seniority. They shall be compensated for time lost in an amount equal to their normal earnings or by other arrangements which is just and equitable in the opinion of the parties concerned.
- 9.04 Probationary employees shall be entitled to all the rights of this agreement but shall not have recourse to the grievance procedure in cases of discharge or lay off; it being understood and agreed that the Employer shall have the sole discretion to discharge or lay off any probationary employee.

9.05 Disciplinary Record

- (i) An employee shall be given the opportunity to examine any document expressing dissatisfaction with their performance or conduct which is in their file and their reply to any such document shall also be placed in their file. Upon written request, the employee shall also receive a copy of such a document.
- (ii) An employee may examine their file upon written request and if they so desire, they may be accompanied by a Union representative and will be accompanied by a representative of the Keystone Centre. They shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file.
- (iii) The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.
- (iv) The record for an employee shall not be used against them at any time after twenty-four (24) months following any disciplinary action, including letters of reprimand or any adverse reports, providing no additional adverse reports are written within the twenty-four (24) month period.

ARTICLE 10 – SENIORITY

10.01 Subject to 10.03, seniority is defined as the length of service in the bargaining unit.

- 10.02 (a) Subject to the employee being able to meet the physical requirements of the job and having the necessary skills and qualifications, then seniority shall be the determining factor in matters of promotion [except as provided for in 10.02 (b)], demotions, and transfers.
- (b) For supervisory positions, employees shall be selected on the basis of their skills, abilities, experience, and qualifications.

10.03 Seniority shall continue to accrue in the following circumstances only:

- (a) when receiving wage payments while off work due to sickness, accident, **domestic violence leave**, or Workers' Compensation;
- (b) when off the payroll due to approved personal leave of absence or employment by the Union, except as in Article 10.03 (c);
- (c) Seniority will be retained but will not accrue if an employee requests a personal leave of absence to be actively employed by another Employer. Employees recognize that by making such a request, they are waiving their rights under Article 11.01 – Role of Seniority in Lay Offs.

- (d) when absent on vacation or holidays;
- (e) when actually at work for the Employer.
- (f) **while on an Adoption Leave or parental leave.**

10.04 Seniority and employment shall terminate when the employee:

- (a) is absent in excess of three (3) working days without notifying the Employer unless impossible to do so;
- (b) voluntarily quits his employment with the Employer;
- (c) is discharged and not reinstated through arbitration or grievance procedures;
- (d) is laid off for a period of one (1) year;
- (e) fails to report within three (3) calendar days after receipt of notification of recall from the Employer by registered mail following a lay off, unless beyond their control. It will be the responsibility of the employee to supply the Employer with their most current address and telephone number.

10.05 Part-time maintenance employees that were formerly part of the maintenance or engineering group shall accrue seniority credits based on hours worked.

10.06 The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year.

An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 3.

ARTICLE 11 – LAY OFF AND RECALL

11.01 Role of Seniority in Lay Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of lay off, the employees shall be laid off in the reverse order of their bargaining unit wide seniority provided the senior employee has the qualifications and ability required.

11.02 Recall Procedure

Employees shall be recalled in order of seniority if they desire and have the qualifications and ability for the open position. The recall procedure only affects regular employees who have completed their probationary period.

11.03 Casual Employees

Casual employees shall not receive hours while regular employees are on lay off, the exception shall be that where regular employees have been offered work of a casual nature and refused, the Employer may use casual employees. Where a regular employee on lay off has accepted work of a casual nature such acceptance shall not constitute a recall.

ARTICLE 12 – BULLETIN BOARD

12.01 The Employer shall supply a bulletin board for Union notices and any other notices that are of interest to employees.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.01 The regular working hours shall not exceed a shift of eight (8) hours in one twenty-four (24) hour period or forty (40) hours in one (1) week.
- 13.02 For employees who work eight (8) hour shifts, a week shall consist of any five (5) days in a seven (7) day period.
- 13.03 (a) All employees shall be permitted a fifteen (15) minute paid rest period in the first half and in the second half of a shift and a minimum of a half-hour unpaid lunch break.
- (b) Shift Engineers will work a continuous shift with a minimum of a half-hour (½) paid lunch break.
- (c) In recognition of the operational needs of the Employer, the parties agree that the above-mentioned breaks times will remain flexible to accommodate the needs of employees, guests and clients of the Employer.
- 13.04 Employees who are scheduled to work and so report and are sent home by the Employer shall be paid three (3) hours pay for the reporting if the Employer is responsible for the scheduling error.
- 13.05 For any overtime worked on any day other than a general holiday employees shall be paid at the rate of one and one-half (1½) times their regular rate.

13.06 An employee who is called back and required to work outside his regular eight (8) hour shift shall be paid a minimum of two (2) hours at the appropriate overtime rates.

13.07 The Employer will have the right to determine the starting time of work of any regular shift.

13.08 Overtime shall be divided equally among present employees where practical.

13.09 Employees requested to perform overtime shall be allowed one hour rest period before commencing the overtime period.

13.10 Time Off in Lieu of Overtime

- (a) Employees shall have the option of being paid for overtime or banking such overtime up to a maximum of one hundred and fifty (150) hours, which may be taken off at a time mutually agreed between the Employer and the employee at the applicable overtime rate. Should an employee request or the Employer and the employee not agree as to when banked time can be taken, then the employee may request a payout of part or all of the banked overtime two (2) times each fiscal year (August 1st to July 31st) or carry over one hundred (100) hours from year to year. The applicable overtime rate will mean that payment will be based on the hourly rate of pay in effect at the time such overtime was banked.

If a conflict occurs between an employee's request to use accumulated bank time and another employee's scheduled vacation time, then the scheduled vacation time shall prevail. The taking of the accumulated banked overtime is subject to the operational needs of the organization, as well as a limit to the number of employees that can be absent at any one time.

- (b) If applicable, each month the Employer shall prepare a chart showing the employee's name and amount of accumulated banked hours.

13.11 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will not be changed without mutual agreement between the affected employee and the Employer.

ARTICLE 14 – INCOME PROTECTION

14.01 An employee shall be entitled to payment of his basic salary during absence from work due to illness or injury sustained by him to the extent that he has accumulated income protection credits.

- 14.02 (a) Full-time employees shall accumulate credits at the rate of one and one-quarter (1¼) days per month for the first two years of employment and one and one-half (1½) days per month thereafter to a maximum of 150 days.
- (b) In the case of a part-time employee, for every hour worked (excluding overtime hours) that part-time employee will be credited with .0577 hours of income protection to a maximum of one thousand two hundred (1,200) hours for the first two years of employment and .0692 hours for every hour worked after two (2) years of employment.
- 14.03 No employee shall be permitted to utilize income protection credits during his probationary period.
- 14.04 An employee who will be absent due to illness or injury must inform their Supervisor or the General Manager prior to the commencement of his next scheduled shift or as soon as reasonably possible thereafter.
- 14.05 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 14.06 (a) If an employee is prevented from performing his regular duties with the Employer due to an occupational accident associated with his employment and the accident is compensated for under the *Workers' Compensation Act*, the Employer will supplement the award made by the Compensation Board for the loss of wages to the employee by such an amount that the award of the Compensation Board and the Employer will equal one hundred percent (100%) of the employee's regular wages and the employee's income protection will be reduced proportionately until all income credits have been claimed, after which there is no further claim on the Employer. In the event the employee waives the Employer's supplementation outlined above, his income protection credits shall not be reduced.
- (b) An employee who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary. In such cases where an employee uses their accumulated sick leave, the employee shall reimburse the Employer the amount of wage loss received from the insurance plan and the corresponding amount of the employee's sick leave will be reinstated.
- 14.07 Sick leave without pay shall be granted at the discretion of the Employer to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. The Employer has the right to require a doctor's certificate if requested of the employee.

- 14.08 Where an employee qualified for sick leave involving hospitalization during his period of vacation, there shall be no deduction from vacation credits for such absence providing proof of hospitalization is submitted. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.
- 14.09 In the event of an illness or medical need of a spouse, dependent child, parent or person who has the employee as the primary caregiver, an employee may take family leave to tend to the person. In the cases of medical or dental appointments, a maximum of two (2) hours shall be allowed to be used. Should it be necessary to attend a duly qualified medical practitioner appointment outside the City of Brandon by reason of non-availability of service or doctor referral, the employee shall be allowed necessary travel time upon approval of their immediate supervisor. Such leave will be deducted from the employee's income protection credits to a maximum of six (6) working days per calendar year.

ARTICLE 15 – LEAVES OF ABSENCES

15.01 Witness or Jury Duty

It is agreed that when an employee is subpoenaed as a witness or is subpoenaed for jury duty, the Employer shall pay the employee the difference between his regular earnings and the payment he received from jury duty or court witness, excluding payment for travel, meals, or other expenses. A court witness does not include being a party to an action. The employee will present proof of service and amount of pay to the Employer. The exception being where an employee is a witness as a result of an employment related incident.

15.02 Leave for Union Business

- (a) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated will be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year. This period may be extended by the Employer at the end of the year.
- (b) Where employees have been elected or appointed to represent the Union at Union conventions, schools, or other business of the Union, leave of absence without pay and without loss of seniority shall be granted upon request, by the Employer, provided such leave of absence does not interfere with the efficiency of the operation.

15.03 General Leave

- (a) Leave of absence without pay may be granted upon application to the General Manager and upon his approval.

- (b) Any benefits accrued to an employee at the beginning of a leave of absence without pay shall be held in suspension until leave of absence expires.
- (c) Special arrangements may be made where practical for an employee to carry on contributory benefits during leave of absence.

15.04 Bereavement Leave

Employees shall be entitled to bereavement leave of the following days at their regular straight time pay in the event of:

- (a) Death of an employee's spouse, child or stepchild, brother, sister, father, mother, or aunt or uncle 5 days
- (b) Death of an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, stepparents:
 - Within 500 km of Brandon 4 days
 - More than 500 km radius from Brandon 5 days
- (c) To attend funeral as a pallbearer or mourner out of Brandon; the total number of days shall not exceed three (3) days per calendar year 1 day
- (d) To attend funeral as a pallbearer or mourner in Brandon; the total number of days shall not exceed one and one-half (1½) days per calendar year ½ day

The Employer will consider an employee's request for an equivalent leave of absence in the event of the death of other close relatives and may at its discretion grant such leave with or without pay.

15.05 Maternity/Parental Leave

Employees will be eligible to receive maternity and/or parental leave without pay in accordance with this article.

15.06 Maternity Leave – Every employee who **will be delivering a baby and:**

- (a) has completed seven (7) continuous months employment;
- (b) submits to the Employer an application in writing for leave under this section at least four (4) weeks before the intended date of leave, indicating the commencement and length of time of the request;

- (c) provides the Employer with a certificate from a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery;
- (d) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
- (e) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if the delivery occurs after the date mentioned in the certificate;
- (f) an additional leave of absence without pay for a combined period of up to sixty-three (63) weeks may be requested.

15.07 Parental Leave

- (a) In order to qualify for parental leave, an employee must:
 - (i) be the natural mother of a child; or
 - (ii) be the natural father of a child or he must assume actual care and custody of his newborn child; or
 - (iii) adopt a child under the law of the Province of Manitoba; and
- (b) completes seven (7) continuous months employment;
- (c) submit to the Employer an application in writing for Parental Leave under this Article at least four (4) weeks before the intended date of leave, indicating the commencement and length of time of the request;
- (d) is entitled to, and shall be granted, parental leave consisting of a continuous period of up to sixty-three (63) weeks;
- (e) parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee;
- (f) where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiration of the maternity leave without a return to work, unless the employee and Employer otherwise agree.

15.08 Ending Leave Early and Return to Work from Maternity and Parental Leave

- (a) an employee may end their maternity or parental leave earlier than previously indicated by giving the Employer written notice of at least one (1) pay period before the date the employee wishes to return to work;
- (b) an employee who wishes to resume their employment on the expiration of leave granted in accordance with Article 15.01 or 15.02 shall be reinstated to the position they occupied at the time such leave commenced or if that position does not exist to a comparable position with not less than the same wage and benefits;
- (c) for the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with Article 15.01 or 15.02, employment after termination of that leave shall be deemed to be continuous with the employment before the commencement of that leave.

15.09 Compassionate Care Leave

An employee shall be entitled to Compassionate Care Leave as per Manitoba *Employment Standard Code*:

- (a) an employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer;
- (b) an employee must apply in writing at least one (1) pay period prior to taking the leave unless circumstances warrant a shorter period.
- (c) this leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (d) a family member for the purpose of this Article shall be defined as spouse, common-law partner, child or child of the employee's spouse or common-law partner, parent, mother-in-law, father-in-law and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
- (e) with the agreement of the Employer, an employee may end their compassionate leave earlier by giving the Employer forty-eight (48) hours' notice.
- (f) at the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (g) seniority shall accrue during any period of leave under Article 15.09.
- (h) notwithstanding the notice outlined in (g), if the death of a family member occurs during the period of the leave, the employee shall revert to Bereavement Leave as

outlined under Article 15.04. Employees reverting to Bereavement Leave will return to work upon the conclusion of Bereavement Leave and will not continue with their Compassionate Care Leave.

- 15.10 The Employer shall provide domestic violence leave in accordance with *The Employment Standards Code*.**
- 15.11 Any employee needing time to get a vaccine or booster for COVID-19 will be provided with up to three (3) hours annually to do so and upon receipt of proof of vaccination may draw from their income protection benefits to cover any loss of pay.**

ARTICLE 16 – GENERAL HOLIDAYS

16.01 General holidays under this Agreement means:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
August Civic	Boxing Day
Labour Day	Louis Riel Day
Truth and Reconciliation Day	

and any other day proclaimed after the date of the Agreement as a statutory holiday by Provincial authorities.

- 16.02 Every employee who does not work on a general holiday that falls on a regular working day shall be paid at least the equivalent of the wages he would have earned on that day if it had not been a general holiday.
- 16.03 Employees who are required to and do work on a general holiday shall be paid their regular rate of pay for all hours worked and in addition receive one and one-half (1½) times the hours worked off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take the time off within fifteen (15) days before or after the holiday, additional pay at the basic rate shall be granted in lieu.
- 16.04 Where the recognized holiday falls during an employee's vacation, the period of vacation shall be lengthened by one working day to include the holiday.
- 16.05 An employee shall not be deprived of his pay for a general holiday if by reason of established illness.

- 16.06 An employee is not entitled to pay for a general holiday on which he did not work where he has absented himself from work without the Employer's consent either on the regular working day immediately preceding or following the general holiday.

ARTICLE 17 – ANNUAL VACATION

- 17.01 An employee who has completed less than one (1) year continuous service will be granted vacation based on a percentage of hours worked. Such an employee on request may also receive sufficient leave of absence without pay to complete any partial week of vacation.
- 17.02 An employee who has completed one (1) year continuous employment will be granted two (2) weeks vacation at **their** basic rate of pay.
- 17.03 An employee who has completed two (2) years continuous employment shall be granted three (3) weeks vacation at their basic rate of pay.
- 17.04 An employee who has completed eight (8) years of continuous employment shall be granted four (4) weeks vacation at their basic rate of pay.
- 17.05 An employee who has completed seventeen (17) years of continuous employment shall be granted five (5) weeks vacation at their basic rate of pay.
- 17.06 An employee who has completed twenty-four (24) years of continuous employment shall be granted six (6) weeks vacation at their basic rate of pay.
- 17.07 An employee who has completed twenty-eight (28) years of continuous employment shall be granted seven (7) weeks vacation at their basic rate of pay.
- 17.08 The Employer will post a projected vacation entitlement list not later than the first pay period in February prior to the vacation cut-off date of April 1st. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.
- An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.
- 17.09 The vacation year for all employees shall be from the 1st day of April in the one year to the 31st day of March in the next year.

Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by January 1st of each year on a first come first serve basis. Any vacation entitlement not requested by January 1st may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later than December 1st

of each year, in a prominent area indicating the need for employees to request the scheduling of their remaining vacation.

By mutual agreement, an employee will be able to carry two (2) weeks of vacation for use in the next vacation year.

- 17.10 An employee whose employment is terminated for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked.
- 17.11 Employees shall take their vacation in an unbroken period unless mutually agreed between the Employer and the employee.
- 17.12 Vacations shall be scheduled by the Employer and once approved shall not be changed unless mutually agreed by the employee and the Employer.
- 17.13 Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise approved by the Employer.
- 17.14 Operations I Group will accrue vacation credits on a go forward basis with the effective start date for vacation accrual of January 1, 2005.
- 17.15 Part-time employees shall accumulate vacation credits on a pro-rata basis, in accordance with this formula.

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

- 17.16 Full-time employees shall accumulate vacation credits based on their start date.

ARTICLE 18 – WAGES AND SHIFT PREMIUMS

- 18.01 All payment of wages will be made in accordance with the wage rates set forth in Schedule 'A' which is hereby made part of this Agreement.
- 18.02 (a) Full-time employees will be paid a shift premium of **one dollar twenty cents (\$1.20)** per hour for any hours worked between 5:00 p.m. and 8:00 a.m., Monday to Sunday inclusive.
- (b) Responsibility Pay

When an employee is assigned the responsibility and/or direction of two (2) or more outside employees, a premium of one dollar (\$1.00) per hour shall be paid.

ARTICLE 19 – EMPLOYEE BENEFITS

- 19.01 A full employee benefit program, as listed in (a) and (b) below, will be available to full-time employees in the Maintenance and Engineering and Operations I Groups. The full benefit program will include:
- (a) The Employer and employees agree to cost share on a 50/50 basis the existing **Canada** Life Pension Plan. **Canada** Life Pension Plan to provide Employer's contribution to estate in the event of death of an employee.
 - (b) The Employer and employees agree to cost share on a 50/50 basis, a plan for Group Life Insurance, Long Term Disability, Accidental Death and Dismemberment, Extended Health Care, **Vision**, and Dental Plans (attached).
- 19.02 The Employer agrees to pay the cost of all certificates and/or licenses for all staff who are required/expected to use them in the course of their duties.
- 19.03 Effective the signing date of the collective agreement and for employees currently working as at the signing date, the Employer will pay one-half (½) the cost of benefits for the accumulated equivalent of one (1) year of paid service (2080 hours) when the employee is off on disability. After the accumulated equivalent of 2080 hours, the employee shall pay one hundred percent (100%) of the cost of such benefits. This clause is subject to the master plan(s) allowing such payment when an employee is on disability and the employee is enrolled in such plan(s) prior to going on disability. The accumulated equivalent of one (1) year will be pro rated for any part-time employee that may become eligible.
- 19.04 When employees attend courses or seminars as directed by the Employer, the employee will be compensated as follows:
- (a) Mileage as per the Government of Manitoba rate (presently fifty-one cents [51¢] per kilometre) for the first five thousand (5,000) kilometres driven and fifty-two cents (52¢) per kilometre driven after that.
 - (b) Meals:
 - (i) \$18.00 – Breakfast
 - (ii) \$21.00 – Lunch
 - (iii) \$30.00 – Supper
- Where meals are supplied by the hosts, equivalent meal costs will be deducted. All monies shall be paid prior to departure.

ARTICLE 20 – UNIFORMS AND SAFETY EQUIPMENT

- 20.01 The Employer shall supply all uniforms that the Employer deems necessary for the employees of the Employer to wear. The Employer shall be the sole judge of who shall be supplied with uniforms. The Employer will ensure that the proper amounts of uniforms are ordered to allow for distribution in September of each year.
- 20.02 (a) The Employer shall supply all necessary safety equipment required by employees to perform their duties and any equipment required by the *Health and Safety Act*.
- (b) Employees shall be required to wear green triangle, or equivalent, safety footwear as a condition of employment. Upon presentation of a receipt, employees will be provided with a safety footwear allowance or have the option to obtain all-season uniforms under this program up to a maximum of **two hundred twenty-five dollars (\$225.00)** per fiscal year.

Where such uniforms are provided to an employee, that employee shall be required to wear that uniform, assuming it is in reasonable condition.

Uniforms are the property of the Employer and will be replaced on an “as needed basis.” Uniforms are not to be worn by non-employees or by employees when not on shift, and will be returned to the Employer upon termination of employment.

ARTICLE 21 – HIGHER PAID POSITIONS

- 21.01 In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, they shall be paid at the next step that provides an increase in the higher classification, from the first day of assuming such position.

ARTICLE 22 – SAFETY AND HEALTH

- 22.01 Each employee shall conduct himself in the performance of his duties and in the handling of any equipment of the Employer so as to minimize the possibility of injury to the public at large, his fellow employees and himself.
- 22.02 If, in the interests of safety and the welfare of the employee, the Employer may require an employee to submit to a complete medical examination by the Employer's medical examiner.

The employee shall receive a copy of the report on request. If the employee so desires, he may, at his own expense, have a competent physician of his own selection conduct an independent examination within six (6) days of the original examination. A copy of this report shall be furnished to the Employer.

22.03 If, as the result of medical examination, the Employer deems it advisable, and in the interest of any employee and the welfare of others, to transfer an employee to other duties, the employee shall be so transferred and shall be paid in accordance with his new duties.

22.04 If the employee feels he has been transferred unjustly, he shall have the right to grieve.

22.05 Safety and Health

- (a) The Employer shall comply with all applicable Provincial and Municipal Health and Safety Legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.
- (b) The Employer shall allow each member of the Health and Safety Committee or their designate to take educational leave for a period of two normal working days to a maximum of 16 hours each year without loss of pay or other benefits for the purpose of attending Workplace Health and Safety Training Seminars, programs or courses of instruction as approved by the Workplace Health and Safety Committee as per Article 44 (1) of the *Workplace Health and Safety Act* and approved by the Employer, such approval will not be unreasonably denied.

ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE

23.01 The parties hereto agree to a joint committee being set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.

The Committee shall be composed of equal representation from the Employer and Local Union.

The Committee will meet four (4) times per year with at least five (5) days notice and a copy of the agenda. Upon mutual agreement between the Employer and the Union additional meetings shall be scheduled.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee may make recommendation to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 24 – CHANGES IN CLASSIFICATIONS

- 24.01 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 24.02 Unless the Union objects in writing within fifteen (15) working days following such notification in 24.01, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
- 24.03 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 24.04 Failing agreement in 24.03 the matter may be referred to the next round of bargaining if the Collective Agreement expires within eighteen (18) months of failing to reach agreement, or to arbitration in accordance with Article 8 if the expiry of the Collective Agreement is greater than eighteen (18) months of failing to reach an agreement.
- 24.05 If at any time the Employer makes a material change to an existing job description, the employee(s) affected and the Union will receive the revised copy of same.

ARTICLE 25 – TERMINATION AND RENEWAL

- 25.01 This agreement shall become effective as of **August 1, 2021** and shall remain in effect until **July 31, 2026** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests a meeting for the purpose of discussing the renewal of, amendment to, or the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the anniversary of this agreement or any automatic renewal of this agreement.
- 25.02 Within ten (10) days of the giving of such notice, or at such time as may mutually be agreed upon, the parties hereto shall meet for the purpose of discussing revisions to the rates of pay.

ARTICLE 26 – PARKING

- 26.01 Parking was approximately one hundred forty (\$140.00) dollars annually and will be reduced to seventy (\$70.00) dollars annually effective January 1, 2012.

ARTICLE 27 – VACANCIES, TRANSFERS, PROMOTIONS

27.01 a) Job Postings

When a new position of a permanent nature is created or when a vacancy of a permanent nature occurs, the Employer shall notify the Union and employees in writing and post notice of the position on bulletin boards, provided for this posting purpose, for a minimum of ten (10) working days, so that all members will know about the vacancy or new position and be able to make on-line application. Such a notice shall contain the following information; nature of position, required qualifications, knowledge, education and skills, wage or salary range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

- b) If a permanent vacancy has not been filled for a period of six (6) months, the Department Head will notify the Union with reasons for such and when the posting may occur.
- c) Existing classification shall not be eliminated or changed without prior discussion with the Union.

27.02 An employee who is the successful applicant for a position within a new classification or to a lateral transfer within the same classification shall be given a trial period of up to three (3) months for full-time employees and four (4) months for part-time employees. Conditional on satisfactory performance, the employee shall be confirmed in the position after the trial period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, or the lateral transfer, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

In cases of a dispute under this clause, the parties will take the matter to the non-binding grievance mediation process provided by Conciliation Services of the Department of Labour and shall not be considered a difference under Articles 7 and 8 of this Collective Agreement.

ARTICLE 28 – JOB DESCRIPTIONS/CHANGES IN CLASSIFICATION

28.01 The Employer agrees to supply job descriptions for positions for which the Union is the bargaining agent. Any change to said job description shall be forwarded to the Union within fourteen (14) calendar days.

28.02 The Union shall be notified of all new in-scope positions. All new in-scope positions or amended job descriptions shall be subject to negotiations between the Employer and the Union. Failing satisfactory settlement, the dispute may be referred by either party to arbitration in accordance with the arbitration provision (Article 7) of this Collective Agreement.

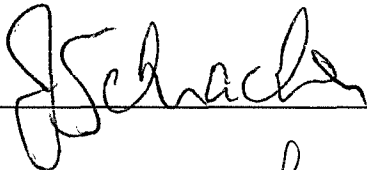
ARTICLE 29 – TECHNOLOGICAL CHANGE


29.01 The Employer will notify the Union at least thirty (30) days in advance of any technological change which the Employer plans to introduce that is likely to affect the terms and conditions of the collective agreement, or the security of employment of a significant number of employees in the unit or may alter significantly the basis upon which the collective agreement was negotiated. The Employer agrees to meet and discuss with the Union the impact of the technological change on the Keystone Centre, its employees, and the public.

IN WITNESS WHEREOF the parties have caused these presents to be executed

this 1 day of JUNE, 2023.

**ON BEHALF OF THE EMPLOYER:
KEYSTONE AGRICULTURAL AND
RECREATIONAL CENTRE INC.**







**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 69**







AZ/DE:pnf
cope491
May 9 2023

LETTER OF UNDERSTANDING #1

TO FORM PART OF THE COLLECTIVE AGREEMENT

RE: OVERTIME


It is hereby agreed that full-time employees will be offered overtime hours prior to casual employees being offered overtime hours. This practice will be followed whenever suitable and practical. This provision in no way changes management's rights to hire casual staff for regular non-overtime work.


Regarding Statutory Holidays, casual employees will not be utilized to replace a full-time employee's regular shift unless full-time employees are not available to work at that time. Casual employees, who would normally work on stats, i.e. night cleaners for example, will continue to do so if required.

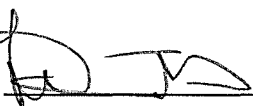
This Letter (#1) is not applicable to employees employed in the Operation I Group.

SIGNED this 1 day of JUNE, 2023.

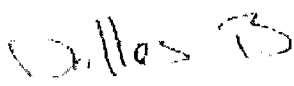
**ON BEHALF OF THE EMPLOYER:
KEYSTONE AGRICULTURAL AND
RECREATIONAL CENTRE INC.**

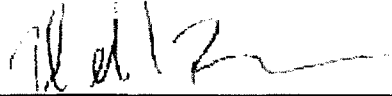







**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 69**







AZ/DE:pnf
cope491
May 9 2023

LETTER OF UNDERSTANDING #4

TO FORM PART OF THE COLLECTIVE AGREEMENT

RE: ENGINEERING AND ENGINEERING REPLACEMENT WORKER SHIFTS

This letter sets forth the points of understanding agreed to by the Employer and the Canadian Union of Public Employees, Local 69, related to hours of work for employees designated by management who are assigned duties in the Engineering Group.

1. Either party may request this agreement to be terminated if any additional costs result. For the purposes of this letter of understanding, “additional costs” shall mean any costs incurred beyond those costs incurred by the Employer prior to this letter of understanding and in particular additional costs relating to overtime, absenteeism, standby, Workers’ Compensation, leaves of absence, productivity and performance levels.

2. This letter may be subject to the approval of the Manitoba Labour Board as provided for under Subsection 14(1), 14(2), of the *Employment Standards Code* and may require the parties to apply for continuation each calendar year. Failure on behalf of either party to agree to the above will be grounds to terminate this letter of understanding.
 - (a) Those employees who have been assigned by management to work a compressed workweek schedule at the Keystone Centre shall have a working shift schedule which requires employees to work as follows:

Shift schedules require employees to work twelve (12) hours shifts of which during a twelve (12) week cycle will result in an average workweek consisting of forty (40) hours per week. This may result in both parties having to seek approval from the Manitoba Labour Board to waive the requirement for paying overtime premiums during periods an employee would work beyond forty (40) hours in any one week in order to accommodate a forty (40) hour average workweek over a twelve (12) week cycle.

 - (b) Overtime rates shall not be paid until after completion of the twelve (12) hour shift.

 - (c) Benefit Entitlement - For the purpose of determining benefit entitlement, any reference in the current collective agreement to “day” shall be construed as meaning eight (8) hours.

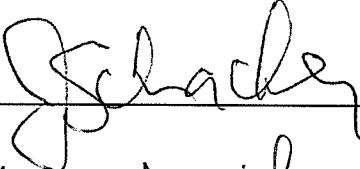
For Example: Annual statutory holidays - entitlement would be **one hundred four (104) hours (13 days x 8 hours/day)**. Sick leave accumulation would be at the rate of eight (8) hours, (1½ days per completed month would equal 12 hours).

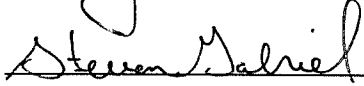
Annual vacation shall be in accordance with the terms of the agreement and shall be computed in hours (one week would equal 40 hours).


3. Management shall schedule workdays off for employees in the compressed workweek in order to ensure the forty (40) hour average per week is maintained and no overtime costs are incurred.
4. The scheduling of replacement workers from non-Engineering Groups assigned to the compressed workweek schedule or modification of shifts shall be done in such a way to ensure a forty (40) hour average for a twelve (12) week cycle.

SIGNED this 1 day of JUNE, 2023.

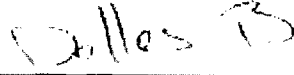
**ON BEHALF OF THE EMPLOYER:
KEYSTONE AGRICULTURAL AND
RECREATIONAL CENTRE INC.**

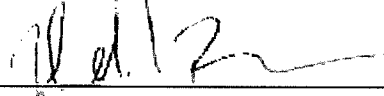







**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 69**







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May 9 2023

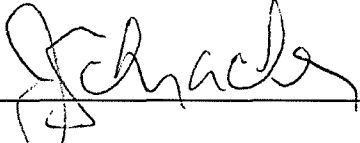
LETTER OF UNDERSTANDING #5
TO FORM PART OF THE COLLECTIVE AGREEMENT
RE: PART-TIME MAINTENANCE CLASSIFICATION

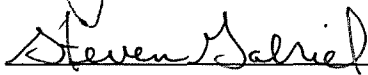
It is hereby agreed that a new “Part-time Maintenance” classification be created and the terms of the Collective Agreement as they apply to those employees who fall within this classification shall be modified as follows:

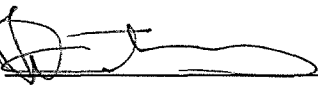
1. A part-time employee shall be an employee who, on average, works less than thirty (30) hours per week in a twelve (12) week period.
2. A part-time Maintenance employee shall possess the qualifications of a skilled trade worker with provincial certification, appropriate stationary power engineers certifications or combination of education and experience, or be a member of the Maintenance or Engineering Group as of August 21, 2007.
3. Hourly wage rates for the Part-time Maintenance positions shall be the same as the wage rates paid to Full-time Maintenance employees.
4. The cost of benefits, specifically health and dental, long-term disability, life and accidental death and dismemberment premiums shall be paid 75% by the employee and 25% by the Employer.
5. Employees who fall within Part-time Maintenance classification shall not be entitled to participate in the Employer’s pension plan.
6. Vacation pay shall be paid to the employee on each regular biweekly pay cheque.
7. Entitlement to all other benefit provided for in the collective agreement shall be calculated pro-rata based on the employee’s hours worked.
8. Employees moving from the Full-time Maintenance and Engineering Groups shall be entitled to carry forward no more than forty (40) hours of their accrued income protection.

SIGNED this 1 day of JUNE, 2023.

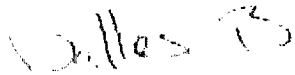
**ON BEHALF OF THE EMPLOYER:
KEYSTONE AGRICULTURAL AND
RECREATIONAL CENTRE INC.**









**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 69**







AZ/DE:pnf
cope491
May 9 2023

LETTER OF UNDERSTANDING #6
TO FORM PART OF THE COLLECTIVE AGREEMENT
RE: MODIFIED HOURS OF WORK - MAINTENANCE


The parties agree that a two-week schedule will be established with criteria as follows:

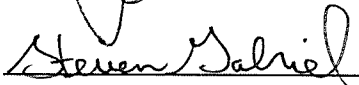
1. Eight-hour (8) days. Anything over and above will be considered overtime, as per the Collective Agreement;
2. Will be based on an eighty-hour (80) biweekly period. Anything over and above will be considered overtime, as per the Collective Agreement; and
3. Employees can work up to fifty-six (56) hours per week at straight time with the remaining twenty-four (24) hours being worked in the second week.
4. At no time will an employee, without their consent, work more than seven (7) continuous days.


SIGNED this 1 day of JUNE, 2023.

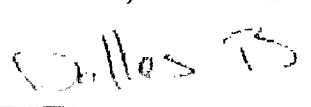
**ON BEHALF OF THE EMPLOYER:
KEYSTONE AGRICULTURAL AND
RECREATIONAL CENTRE INC.**

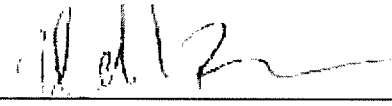
**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 69**













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May 9 2023

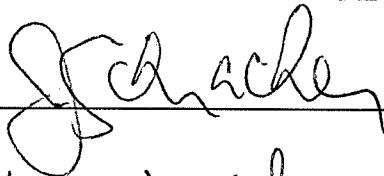
LETTER OF UNDERSTANDING #7
TO FORM PART OF THE COLLECTIVE AGREEMENT

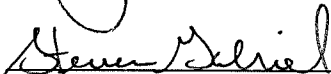
RE: BENEFITS


The Employer hereby agrees that should they wish to change the provider for any or all benefits a joint consultation committee consisting of **no more than three (3) Union representatives, along with** Employer representatives shall be formed to consult and discuss.

SIGNED this 1 day of JUNE, 2023.

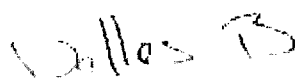
**ON BEHALF OF THE EMPLOYER:
KEYSTONE AGRICULTURAL AND
RECREATIONAL CENTRE INC.**









**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 69**







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SCHEDULE "A"

KEYSTONE AGRICULTURAL AND RECREATIONAL CENTRE INC.

Increase Period	August 1, 2021	August 1, 2022	August 1, 2023	August 1, 2024	August 1, 2025
	2.0%	3.5%	2.25%	2.25%	2.25%
<i>Engineering Group</i>					
4,160 hrs (2 years)	\$27.01	\$27.96	\$28.59	\$29.23	\$29.89
2,080 hrs (1 year)	\$26.01	\$26.92	\$27.53	\$28.15	\$28.78
Start	\$25.56	\$26.45	\$27.05	\$27.66	\$28.28
<i>Engineering Group – Supervisors/Chief Engineer</i>					
4,160 hrs (2 years)	\$29.79	\$30.83	\$31.52	\$32.23	\$32.96
2,080 hrs (1 year)	\$28.84	\$29.85	\$30.52	\$31.21	\$31.91
Start	\$28.38	\$29.37	\$30.03	\$30.71	\$31.40
<i>Maintenance Group</i>					
6,240 hrs (3 years)	\$26.21	\$27.13	\$27.74	\$28.36	\$29.00
4,160 hrs (2 years)	\$24.78	\$25.65	\$26.23	\$26.82	\$27.42
2,080 hrs (1 year)	\$22.10	\$22.87	\$23.38	\$23.91	\$24.45
Start	\$21.37	\$22.12	\$22.62	\$23.13	\$23.65
<i>Maintenance Group – Supervisors</i>					
6,240 hrs (3 years)	\$27.96	\$28.94	\$29.59	\$30.26	\$30.94
4,160 hrs (2 years)	\$26.52	\$27.45	\$28.07	\$28.70	\$29.35
2,080 hrs (1 year)	\$23.84	\$24.67	\$25.23	\$25.80	\$26.38
Start	\$23.12	\$23.93	\$24.47	\$25.02	\$25.58
<i>Maintenance Ticketed</i>					
Flat Rate	--	\$27.00	\$27.61	\$28.23	\$28.87
<i>Operations I</i>					
4,160 hrs (2 years)	\$16.85	\$17.44	\$17.83	\$18.23	\$18.64
2,080 hrs (1 year)	\$16.27	\$16.84	\$17.22	\$17.61	\$18.01
Start (Apr 11, 2022)	\$16.00	\$16.56	\$16.93	\$17.31	\$17.70
<i>Engineer Premium</i>		<i>Premium Rate</i>			
5 th Class Engineer Ticket		\$0.50			
4 th Class Engineer Ticket		\$1.25			
3 rd Class Engineer Ticket		\$3.00			

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