

**EXPIRY: MARCH 31, 2024**

**AGREEMENT BETWEEN:**

**CHALET MALOUIN INC.,**  
carrying on business in St. Malo,  
in the Province of Manitoba,  
hereinafter referred to as the  
"Employer"

**AND**

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832,**  
chartered by the United Food &  
Commercial Workers  
International Union, hereinafter  
referred to as the "Union".

**WHEREAS: THE PARTIES TO THIS AGREEMENT MUTUALLY DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH WILL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES COVERED BY THIS AGREEMENT, AND TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF ANY DISPUTES WHICH MAY ARISE BETWEEN THEM, AND TO PROMOTE AN EFFICIENT OPERATION OF THE CHALET MALOUIN, WITH BOTH PARTIES TO THE AGREEMENT RECOGNIZING THE WELFARE OF THE RESIDENT AS THE PRIME REQUISITE,**

**NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:**

**SECTION 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all employees of the Chalet Malouin Inc., in St. Malo, in the Province of Manitoba, employed in the housekeeping and food services area.

1.02 The Employer agrees to advise the Union, once a year, or when changes are made, of all the employees excluded by any Agreement.

## **SECTION 2**            **DEFINITIONS**

2.01                    The following words or terms shall mean the following:

- (a)            **Employee**: the word "employee(s)" shall mean a person covered by this Agreement;
- (b)            **Full-time Employee**: the words "full-time employee" shall mean any persons covered by this Agreement who are regularly scheduled to work the full prescribed bi-weekly working hours, exclusive of overtime;
- (c)            **Part-time Employee**: the words "part-time employee" shall mean any person covered by this Agreement who normally works less than the prescribed bi-weekly hours exclusive of overtime;
- (d)            **Promotion**: the word "promotion" shall mean a change of position which results in the advancement of the employee by at least one grade on the wage classification schedule;
- (e)            **Demotion**: demotion shall mean a change of position of an employee to a lower level position of less responsibility as well as salary;
- (f)            **Layoff**: layoff for an employee shall mean an employee who is dismissed from a normal work week because of lack of work;
- (g)            **Masculine or Feminine Gender**: when the masculine is used it shall also mean the feminine gender wherever applicable, and vice-versa;
- (h)            **Plural and Singular**: when the plural is used it shall also mean the singular wherever applicable;
- (i)            **Casual Employee**: a "casual employee" shall mean an employee who is scheduled to work on an occasional basis to provide coverage. A "casual employee" shall be covered by this Agreement. Casual employees will not be scheduled so as to displace or prevent the hiring of full-time or part-time employees.

### **SECTION 3                    MANAGEMENT'S RIGHTS AND FUNCTIONS**

3.01                    The Union acknowledges that all management rights are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right of the Employer:

- (a)                    to determine and establish standards and procedures and policies for the care, welfare, safety and comfort of the residents of the Chalet Malouin, providing any new procedures or policies that affect the members of the bargaining unit are discussed prior to implementation with Labour Management Relations/Health & Safety Committee;
- (b)                    to maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time;
- (c)                    to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or otherwise discipline employees for just and reasonable cause, provided that a claim by an employee for unjust cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d)                    to have the right to plan, direct and control the work and direction of the employees and operations of the Chalet Malouin, to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purpose and the increase or reduction of personnel;
- (e)                    to exercise any of the rights, powers, functions or authority which the Employer held prior to the signing of this Agreement except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

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

3.03                    The Employer shall act reasonably, fairly, and in good faith with respect to any matter which is not covered by the Collective Agreement, but which affects the bargaining agent or any employee in the unit bound by the Collective Agreement.

## **SECTION 4            UNION SHOP**

4.01            The Employer agrees to retain in its employ within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

4.02            The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees.

4.03            The Employer agrees to forward Exhibit One, sample attached to this Agreement, duly completed, to the Union within fifteen (15) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

4.04            The Employer agrees to provide the Union once a month with a list containing the names and social insurance numbers of all employees who have terminated their employment during the previous month.

## **SECTION 5            CONTRACTING OUT**

5.01            The Employer shall not contract out bargaining unit work.

5.02            Employees outside the bargaining unit shall not perform bargaining unit work beyond that which is presently being done.

5.03            Southern Health Authority–Santé Sud currently provides laundry services for all residents of Supportive Housing units in the Regional Health District. In order to standardize services throughout the Region, laundry services for a maximum of twenty (20) of the current thirty-eight (38) Supportive Housing residents of the Chalet will be the responsibility of Home Care staff effective August 1st, 2011.

As a result of this change, the Employer agrees that no current (as of date of ratification) full-time or part-time employees will lose their regularly scheduled hours.

Should Southern Health Authority–Santé Sud cease to provide laundry services for the twenty (20) Supportive Housing residents of the Chalet, the laundry work will be returned to the bargaining unit.

## **SECTION 6                    DEDUCTION OF UNION DUES**

6.01                    The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

6.02                    Each year the Employer will calculate the amount of Union dues deducted from the employees' pay and shall indicate the same on the T-4 slip for each employee no later than February 28th.

6.03                    In consideration of the foregoing clauses, 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 may incur as a result of such deductions.

6.04                    On the monthly dues remittance form the Employer shall indicate beside the names of terminated employees the words "left employment" and shall indicate beside the names of newly hired employees "new employee".

## **SECTION 7                    UNION RIGHTS AND ACTIVITIES**

7.01                    The Union shall notify the Employer in writing of the names of its full-time Union Representative and Shop Stewards.

7.02                    The Employer shall provide the Union with all the necessary information relating to the following matters for employees within the bargaining unit:

The Employer shall provide to the Union, job postings and job awards, demotions and transfers on a current basis.

7.03                    An Employee accompanied by a Union Representative if they so elect, may examine their personnel file upon request. Upon further request, an exact copy of any documents required shall be made available.

The Employer agrees to maintain only one (1) personnel file per employee.

7.04                    **Orientation**

The Employer agrees to provide a Union Representative or their designate, not less than fifteen (15) minutes during the General Home Orientation period for the familiarization of the employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to U.F.C.W. Local No. 832.

7.05                    **Union Representative's Visits**

The Union Representative shall be entitled to visit the Chalet Malouin for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Bargaining Agreement are being implemented, providing the Union gives notice, by placing a telephone call to the supervisor or other designated Employer representative before arrival in the workplace. There shall be no disruption of the operation by the Union Representative.

7.06                    **Labour/Management Relations**

A Labour/Management Relations/Health & Safety Committee shall be appointed consisting of two (2) members from the Employer and two (2) members from the Union. The Committee shall meet upon request of either party, from time to time, for the purpose of discussing matters of mutual concern. The Committee shall have the right to make recommendations to the Employer and to the Union. Time spent by the employee carrying out the functions of this Committee shall be during regular working hours by the employee or be paid by their regular wage rates.

7.07                    **Shop Stewards**

- (a) The Employer agrees to recognize Union Shop Steward(s) appointed by the Union for the purpose of overseeing that the terms of the Collective Bargaining Agreement are being implemented and for the purposes of presenting complaints and grievances to the Employer.
- (b) The Shop Steward and/or Union Representative, upon request by an employee, shall be present when an employee is being interviewed by management.

7.08                    The Employer agrees not to discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement and presenting grievances.

7.09                    Shop Stewards will be allowed to wear Shop Steward badges while on duty.

7.10

**No Discrimination/Employee Harassment**

- (a) The Employer and the Union shall not discriminate against any employee with respect to terms and conditions of employment on the grounds of race, creed, colour, age, gender, sexual orientation, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activity.
- (b) The Employer and the Union agree no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties shall work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidentiality by the Employer and Union.

(c) **General Harassment**

The Employer and the Union agree that no form of general harassment shall be condoned in the workplace and it is further agreed that both parties shall work together in recognizing and resolving such problems should they arise. Situations involving general harassment shall be treated in strict confidentiality. In addition to filing a grievance, the parties may resolve incidents of general harassment by a discussion between a joint committee made up of two (2) representatives appointed by the Board of the Chalet Malouin and two (2) Union representatives.

- (d) The Employer's "No Harassment/Abuse Policy" would be as contained in Appendix "C" of this Collective Agreement. The policy will be posted in a prominent location, with a copy of same remitted to employees covered by this Agreement. Any changes will be done in cooperation with the Union.

**SECTION 8 PROBATIONARY PERIOD**

8.01

**Full-time Probationary Period**

All new or rehired full-time employees shall be on a probationary period of three (3) months from the date of their employment. During that period the Employer will assess and appraise said employees after the first ten (10) weeks of employment and will discuss same with the affected employee. The Employer shall conduct a performance appraisal after the first ten (10) weeks of employment and shall provide a copy to the employee.

8.02 **Part-time Probationary Period**

All new or rehired part-time employees shall be on a probationary period for three (3) calendar months from the date of their most recent hiring. During that period the Employer will assess and appraise said employee after the first two (2) months of employment and will discuss same with the affected employee.

8.03 **Casual Employee Probationary Period**

All new or rehired casual employees shall be on a probationary period for thirty (30) shifts or four (4) months worked whichever is shorter. During that period the Employer will assess and appraise said employee after the first fifteen (15) shifts of employment or two (2) months whichever is shorter and will discuss same with the affected employee.

8.04 The Employer may, in its sole discretion, dismiss any probationary employees and such dismissal shall not be the subject of a grievance.

8.05 In some instances, an extension of the probationary period may be granted by the Union, but never longer than three (3) months past the expiry of the initial probationary period.

8.06 During the probationary period all employees whether part-time or full-time, shall be entitled to all benefits of this Collective Bargaining Agreement, with the exception that employees who have not completed the probationary period shall not be entitled to paid sick leave.

8.07 It is understood that all new or rehired full-time or part-time employees shall be eligible for promotion or transfer at the discretion of the Employer during the probationary period.

**SECTION 9 DISCIPLINE AND DISCHARGE**

9.01 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action unless they are a danger to themselves or others. The employee shall be accompanied by a Union Representative and/or a Shop Steward. The Employer agrees to contact the Union Representative to establish an appropriate time, date and location of the meeting.

9.02 Upon imposition of discipline or discharge, the employee shall be accompanied by a Shop Steward or by a Union Representative who shall be advised in advance by Management of the time and place of the meeting.



All disciplinary action, be it verbal warning, written warning, or adverse report, shall be entered into the file of the employee concerned. When a verbal warning is given, the employee shall be told that it will be entered into the file. All written warnings or adverse reports will be copied and given to the employee involved, with a copy emailed to the Union within forty-eight (48) hours.

Any reply by the employee shall become part of their record. For the purposes of grievance procedure and arbitration, record of any disciplinary action shall neither be referred to nor used against them at any time after twelve (12) calendar months following such action, except where such action resulted in an injury to others or destruction of property.

Where discipline is a result of accidental injury to others or destruction of property, the Employer may, at its discretion, remove the record of the disciplinary action after twelve (12) months, but in no event will any such record of disciplinary action remain on an employee's file for longer than twenty-four (24) months after the matter is settled pursuant to this Agreement.

9.03 Except in cases of gross misconduct or behaviour which includes non-accidental injury to others that warrants immediate dismissal or suspension, the Employer agrees to follow the principle of progressive discipline, stating in writing the wrong-doing, how it is to be corrected and the next disciplinary step if appropriate action is not taken by the employee within the appropriate, specified time frame.

9.04 No employee shall be required to retire solely on account of age.

9.05 Demotion shall not be used in any instance, as a disciplinary measure.

## **SECTION 10 HOURS OF WORK**

- 10.01 (a) The regular hours of work for full-time kitchen workers shall be eight (8) hours per day, with a total of eighty (80) hours in a bi-weekly period. The regular hours of work for full-time housekeeping workers shall be **eight (8)** hours per day with total of **eighty (80)** hours in a bi-weekly period. **The Regular hours of work for the current cook and the current kitchen helper will be seven (7) shifts of nine (9) hours and two (2) shifts of eight point five (8.5) hours with a total of eighty (80) hours in a bi-weekly pay period. Kitchen staff will get every second Friday off work.**
- (b) The work schedule shall be as determined by the Employer in consultation with the employees.

- (c) Employees within the same classification shall be allowed shift preference by seniority within their classification as they become available through the job posting section of this Collective Agreement.

10.02 The Employer agrees to post a four (4) week work schedule for all employees covered by this Agreement. Said work schedule shall be posted not later than two (2) weeks before the previous schedule expires. Any requests for special time off must be submitted to the employee's immediate supervisor, in writing, during the first of the two (2) weeks the schedule is posted prior to coming into effect. There will be no changes to the posted schedule unless by mutual agreement between the Employer and the employee.

Requests for interchanges in posted shifts shall be submitted **to management** in writing and be co-signed by the employee willing to exchange shifts.

It is understood that any change in shifts or days off initiated by the employee will not result in any overtime or supplementary costs to the Employer.

No employee shall be forced to work their regular scheduled days off.

10.03 **Term Employees**

- (a) The words "term employee" shall mean a person who is employed for a specific term or a specific project, with a maximum duration of seven (7) months or such other duration that may be agreeable to the Union.
- (b) In the event of an employee being absent (such as maternity leave or an authorized leave of absence, vacation, injury, illness, etc.) the Employer shall be allowed to fill the vacancy on a "term" basis without posting the vacancy as outlined in Section 21 of this Agreement.
- (c) Vacancies as indicated above shall be filled and offered first to part-time employees according to seniority.

If no part-time employees within the bargaining unit accept this term position, the Employer may post the position for employees outside the bargaining unit. It is understood that casual employees may apply for such a position at the same time as people outside of the bargaining unit. If candidates have the same qualifications and ability to perform the normal duties of the job, preference in hiring will go to casual employees over people outside of the bargaining unit.

Term employees hired into a permanent position immediately following the end of the term will accrue seniority retroactive to the first day of hire to include the term. All other terms of the Collective Bargaining Agreement shall apply.

- (d) Employees who take a term position will be allowed when the term position is completed, to revert to their previous position with all other employees moving accordingly.

- 10.04
- (a) Senior regular part-time employees will be allowed available extra hours within the department, classification and shift as hours become available, to a maximum of full-time status.
  - (b) Seniority shall be the governing factor for part-time employees to receive daily available hours of work. Senior part-time employees shall receive the greater number of hours up to full-time status.
  - (c) Casual employees will be able to exercise seniority only over other casual employees.

10.05 **Full Shift Meal and Rest Periods**

A meal period without pay for employees working a daily full-time shift shall be not less than thirty (30) minutes and not more than sixty (60) minutes uninterrupted duration, away from the work station. Other accommodation may be made between the Employer and the employee, but such alternate arrangements must be made by mutual agreement between the Employer and the employee.

Each employee working a full-time shift shall be entitled to two (2) uninterrupted fifteen (15) minute rest periods with pay.

If an employee is required to work more than two (2) hours of overtime on the completion of a full-time shift, said employee will be scheduled a fifteen (15) minute rest period, with pay, within one (1) hour of the commencement of the overtime and a further fifteen (15) minute rest period, with pay, for each two (2) hours of overtime worked.

10.06 **Meal and Rest Periods Other Than Full Shift**

Part-time employees who work four (4) hours or more, but less than five (5) hours, shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.

Employees who work five (5) hours or more, but less than a full shift, shall receive one (1) uninterrupted fifteen (15) minute rest period with pay and one (1) thirty (30) minute meal period, without pay.

10.07 Except as provided in the paragraph below, it is agreed that no employee will be interrupted or called back to work during scheduled meal and/or rest periods. In the event an employee is interrupted and/or called back to work by management (or an employee as designated by management), the employee shall be entitled to begin their meal and/or rest period again.

Employees will be allowed to leave the Chalet during unpaid meal periods.

Where employees choose to take a meal or rest period together, leaving no other employee on duty, it is recognized by the Union that meal/rest periods may be interrupted.

10.08 All full-time employees shall be granted at least two (2) weekends off per month, unless otherwise agreed to by the employee.

The Employer agrees to exhaust all avenues to provide for all full-time employees, by seniority, to be granted all weekends off whenever possible, including reviewing schedules and recruiting sufficient part-time and casual staff to cover weekends.

Every effort shall be made to grant part-time employees at least one (1) weekend off in every four (4) weeks, subject to operational requirements and providing also that such will not incur additional costs to the Employer.

10.09 **Replacement Worker**

No employee, upon informing the Employer that they shall not be in to work because of illness or injury, shall be required to find their own replacement.

10.10 Where any employee is requested and reports to work on their regular day off, they shall be paid in accordance with Section 11, Overtime, for all hours worked over eight (8) per day or eighty (80) hours per bi-weekly pay period for kitchen employees, and for all hours worked over **eight (8)** hours or **eighty (80)** hours per bi-weekly pay period for housekeeping employees, and shall not suffer a reduction in their regularly scheduled hours as posted on the bulletin board in accordance with the posting of work schedules as outlined in Section 10.03 of this Agreement.

## **SECTION 11      OVERTIME**

11.01            Authorized overtime shall be time worked in excess of eight (8) paid hours in any one (1) day (**eight point five (8.5) or nine (9) hours for the current cook or current kitchen helper**), or eighty (80) hours in any pay period of kitchen employees. Authorized overtime shall be time worked in excess of **eight (8)** paid hours in any one (1) day, or **eighty (80)** hours in any pay period for housekeeping employees.

- (a)        Employees shall receive one and one-half (1½) times their basic rate of pay for the first four (4) hours of overtime in any one (1) day.
- (b)        Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first four (4) hours in any one (1) day.
- (c)        Full-time employees required to report back to work outside of their regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates.

11.02            All employees working on General Holidays shall be paid in accordance with Section 12.02 Pay for Working on General Holidays.

11.03            All overtime must be authorized by management.

11.04            Overtime shall be by mutual agreement between the employees in the department where the overtime is to be worked, with the most senior employee on the shift in that department being asked first, and thereafter in decreasing order of seniority, if they wish to work overtime. If no employee wishes to work the overtime, the Employer shall assign the overtime to the most junior employee on that shift, in that department, who is capable of performing the work.

11.05            An employee may choose to take compensating time off in lieu of overtime pay. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours of paid time off for the first four (4) hours of overtime in any one (1) day, or two (2) hours of paid time off, for overtime beyond the first four (4) hours in any one (1) day. Such compensating time off shall be taken at a time mutually agreed upon between the Employer and the employee. Accumulated banked overtime shall always be shown on the employee's pay stub.

11.06            Overtime worked as a result of the time change changeover from Daylight Saving Time to Central Standard Time will not be considered as overtime and no additional money shall be paid.

Employees shall suffer no reduction in pay as a result of time changeover from Central Standard Time to Daylight Saving Time.

11.07

**Special Functions**

No employee will be required to prepare for special functions if by doing so the employee will need to work past their normal working hours. In the event the Employer requests a special function be prepared, and the employee agrees to do so, resulting in exceeding normal working hours, such time spent in preparation will be paid for at the applicable overtime rates.

Special functions will be discussed in advance with kitchen staff in order to strategize ways and means of co-operatively planning a successful event which is as least disruptive as possible to residents and staff.

**SECTION 12 GENERAL HOLIDAYS**

12.01 The following days shall be considered holidays for which regular full-time employees shall suffer no reduction in pay:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

It is understood that if any of the general holidays as noted above fall on a weekend, employees will be entitled to either bank the day as per the “banking general holidays” process as set out below, or simply receive an additional day’s pay in lieu of time off.

**In addition to the general holidays referred to above, all full time employees shall be entitled to take three (3) floating holidays per fiscal year. Said floating holidays shall be taken at a time during the fiscal year that is mutually agreeable between the employee and the Employer.**

12.02 **Pay for Working on a General Holiday**

All employees working on general holidays shall be paid their general holiday pay they would have received had they not worked, plus an additional time and one-half (1½) said hourly rate for all time required to be on duty unless they choose to bank the general holiday to take time off in lieu.

Employees working on the General Holiday choosing to bank the general holiday may choose one of the following options:

- i) Be paid time and one-half (1½) for all time worked on the general holiday and bank straight time off; or
- ii) Be paid straight time for all time worked on the general holiday and bank one and one-half (1 ½) time off.

12.03 In order for an employee to qualify for a general holiday, they must not have been voluntarily absent from their scheduled work day immediately prior to and following such holiday. Vacation or an authorized leave of absence, except for an unpaid personal leave, shall not disqualify an employee.

12.04 If a general holiday occurs during an employee's vacation they shall have the option to choose an extra day's vacation with pay or an extra day's pay.

During the month of April each year, the Employer agrees to attach a memo to each part-time employee's paycheque asking them to indicate whether they intend to take their vacation as days off or their vacation pay preferences. A part timer may choose to take vacation, or have all vacation pay paid out at any time the first pay period after April 1st, or have their vacation pay paid out the pay period prior to taking vacations.

12.05 Part-time employees who have been employed thirty (30) calendar days or more shall receive one (1) full day's pay in accordance with their regular hours of work, for each general holiday. In no event will any employee (part-time, full-time or casual), who has qualified in accordance with Section 12.03, be paid less for a general holiday than five (5%) of their total earnings, excluding overtime, in the four calendar weeks immediately prior to the general holiday.

12.06 **Banking of General Holidays**

It is understood and agreed that all employees may take the following choices regarding saving general holidays, which are:

- (a) general holidays will be scheduled within thirty (30) days of the actual general holiday;
- (b) employees may save general holidays and take up to two (2) weeks' vacation with pay at a time arranged between the Employer and the employee; or the employee can take time off in some other block of time as arranged between the Employer and employee;

All general holidays shall be taken by March 31st of each year or shall be paid on the 31st day of March of each year.

12.07 No employee will be required to work both Christmas and New Year's Day.

**SECTION 13**            **MINIMUM CALL-IN**

13.01                    No employee shall be called in to work or scheduled to work for less than three (3) hours in any one (1) day. If no work or insufficient work is available, said employee will be paid the three (3) hours at the appropriate hourly rate of pay.

**SECTION 14**            **RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS/SHIFT PREMIUMS**

14.01                    Any employee assigned to relieve another employee who works in a higher paid classification shall be paid at the same rate as the higher classified job is regularly paid at.

14.02                    Any employee assigned to relieve an employee who works in a lower paid classification shall not have their wages reduced during said relieving.

14.03                    **Weekend Premium**

A weekend premium of eighty-five (85¢) cents per hour shall be paid to an employee for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hour on Saturday and 2400 hours on the following Sunday.

**SECTION 15**            **VACATIONS WITH PAY**

15.01                    The vacation year is calculated as vacation earned from April 1st of one year to March 31st of the following year. Vacation earned in any one vacation year is taken in the following vacation year.

15.02            (a)            A full-time or part-time employee with less than one (1) year seniority on March 31<sup>st</sup> shall be entitled to paid vacation calculated on the basis of four (4%) percent of their gross earnings during the vacation year to March 31<sup>st</sup>.

(b)            Vacation pay and leave for employees with more than one (1) year of seniority by March 31<sup>st</sup> shall be as follows:

	<b><u>Full-time</u></b>	<b><u>Part-time</u></b>
after 1 year of service	10 days or 4% of total gross earnings, whichever is greater	4% of total gross earnings and 2 weeks off



after 3 years	15 days or 6% of total gross earnings, whichever is greater	6% of total gross earnings and 3 weeks off
after 8 years	20 days or 8% of total gross earnings, whichever is greater	8% of total gross earnings and 4 weeks off
after 14 years	25 days or 10% of total gross earnings, whichever is greater	10% of total gross earnings and 5 weeks off
<b>After 20 years</b>	<b>30 days of 12% of total gross earning whichever is greater</b>	<b>12% of total gross earnings and 6 weeks off</b>

**The five (5) days gained after twenty (20) years of service shall be taken as single days Monday to Friday or consecutive if operational requirements can be met.**

- (c) A day of vacation pay for a full-time employee shall be equivalent to the employee's regular hours for a day times their regular hourly rate of pay at the time their vacation is taken.

15.03 The vacation period shall be from May 15th to October 15th of each year, unless employee and employer mutually agree otherwise.

Employees entitled to three (3) or more weeks of vacation shall be entitled to three (3) consecutive weeks of vacation from May 15th to October 15th. Longer consecutive time off for vacation purposes during this period will be granted solely at the discretion of the Employer.

Employees entitled to less than three (3) weeks' vacation may take their full vacation entitlement from May 15th to October 15th.

15.04 Unless otherwise agreed between the Employer and the employee, the Employer shall provide for full-time employees' vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week.

Partial weeks of vacation may be taken, taking into consideration the operational needs of the facility.

15.05 The Employer shall be responsible for posting the vacation entitlement list by April 1st of each year. The vacation entitlement list shall reflect each employee's projected vacation entitlement as at March 31st of that year. The employee

shall be responsible to indicate preference of vacation dates by May 10th of that year. Employees who fail to indicate their choice within this forty (40) day period shall not have preference in choice of vacation time where other employees have indicated their preference. The Employer shall give priority according to seniority. The approved vacation schedule shall be posted no later than June 1st. Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation approvals will not be dependent on Employees finding their own replacements. The Employer is responsible for filling all vacancies.

15.06 In the event that an employee is hospitalized during their vacation (elective surgery excluded) or in the event an employee suffers a bereavement for which the employee would be paid under Section 19.07, Bereavement Leave, of this Agreement, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the Employer may utilize income protection credits to cover the hospitalization or bereavement period, and the displaced vacation shall be rescheduled. Proof of hospitalization or bereavement shall be provided if requested.

15.07 During the month of April each year, the Employer agrees to attach a memo to each part-time employee's paycheque asking them to indicate whether they intend to take their vacation as days off or their vacation pay preferences. A part timer may choose to take vacation, or have all vacation pay paid out at any time the first pay period after April 1st, or have their vacation pay paid out the pay period prior to taking vacations.

Part-time employees may split their vacation to be taken in more than one segment. In this event, the employee's vacation pay will be paid during each segment in the appropriate amounts.

15.08 Upon written request of the employee, the Employer agrees to grant time off for vacation purposes, without pay, to part-time employees, based on the full-time employees' schedule of vacation entitlement.

15.09 All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when they are reclassified from part-time employment to full-time employment and from full-time employment to part-time employment.

## **SECTION 16 SAFETY AND HEALTH**

16.01 The Employer agrees to make reasonable and proper provision for the maintenance of a high standard of safety in the workplace, including a properly heated and lighted working environment that is free of pollution and access to potable water at all time during the Employee's shift. The Employer shall comply with applicable Provincial and Municipal health and safety legislation and regulations, and specifically

*The Manitoba Health and Safety Act.* This shall include the formation of a joint safety and health committee or appointment of a health and safety representative which shall be inaugurated under, but not limited to, the rules and regulations of *The Workplace Safety and Health Act.* Any committee or representatives will be appointed by the Union.

16.02 No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial and Municipal Legislation or Regulations. Where, in such circumstance, an employee does not work, they shall not suffer a loss of pay. Management has the right to reassign the employee refusing to work, on a temporary basis.

## **SECTION 17 NOTICE OF LAYOFF - SEVERANCE PAY**

17.01 In the event of layoff, employees shall be laid off in reverse order of their bargaining unit-wide seniority.

17.02 The Employer shall notify employees who are to be laid off one (1) month prior to the effective date of layoff, unless a greater period of notice is required by legislation. Unless legislation in the Province of Manitoba requires additional severance pay be paid to an employee if the layoff does occur, such laid off employee shall be entitled to one (1) week's pay per year of service as layoff/severance compensation

### **17.03 Order of Layoff**

When reducing staff, senior employees shall be retained, providing the senior employees are qualified, competent and willing to perform the required work.

### **17.04 Order of Recall**

No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

17.05 The employees laid off in accordance with Section 17.03, Order of Layoff, shall be recalled to work in order of seniority in positions for which they possess qualifications and ability sufficient to perform the required duties.

17.06 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and each six (6) months thereafter.

17.07                    **Notice of Recall**

A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer.

17.08                    The right of a person who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:

- (a)            if the person did not communicate with the Employer as specified in Section 17.07, Notice of Recall; and
- (b)            if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

17.09                    The seniority of an employee who informs the Employer, within seven (7) calendar days following notification of recall, that they decline employment in a lower classification than they held prior to layoff, shall not terminate for failure to report for duty in that instance.

17.10                    An employee displaced from their job as a result of a decrease in the workforce shall be assigned by the Employer in accordance with Section 17.03, Order of Layoff. Such re-assignment must be made on the following basis, provided the employee is able to perform the normal requirements of the job:

- (a)            to any job previously held within the bargaining unit on the basis of bargaining unit seniority;
- (b)            to any job in their classification, if no job is available;
- (c)            to any job within the department in accordance with their departmental seniority, if no job is available;
- (d)            to any job in the Chalet designated as an entry level job, if no job is available;
- (e)            then, the employee affected may either displace the employee with the least seniority or elect to be laid off from the Chalet.

17.11                    If the employee is eligible to be re-assigned to two (2) or more jobs of the same wage classification, or if the employee wishes to be re-assigned to a job of a lower wage classification than the job to which she would normally be reassigned, such re-assignment shall be made in accordance with the employee's preference.

## **SECTION 18            STRIKES AND LOCKOUTS**

18.01                    It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slowdowns during the life of this Agreement.

## **SECTION 19            LEAVES OF ABSENCE**

### **19.01                    Union Leave**

The Employer agrees to allow time off work without pay for one (1) employee, or two (2) by mutual agreement, in the bargaining unit, who are appointed by the Union to attend Union conventions or designated to attend a Union conference, educational or workshop. Such employees will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and benefits and the Union will remit payment promptly.

### **19.02                    Negotiations Leave**

The Employer agrees to allow a maximum of two (2) employees time off without pay during their regular scheduled work hours, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement. Such employees will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and benefits and the Union will remit payment promptly.

### **19.03                    Personal Leave**

Upon the request of an employee, the Employer agrees to grant a personal leave of absence, without pay, without loss of seniority or sick benefits up to a maximum of six (6) months' leave of absence in a three (3) year period, provided that the request for such leave of absence shall be made in writing at least two (2) weeks in advance. The granting of such leave will not be unreasonably withheld by the Employer. Employees' personal leave may be requested annually, but may not exceed three (3) months at any one time.

It is understood that all sick leave earned prior to any leave shall be maintained, but will not accrue during said leave(s).

### **19.04                    Maternity Leave**

A female employee shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, and give the Employer a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, to be paid for by the Employer, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate, to be paid for by the Employer, setting out the nature of the complications

Eligible employees shall be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

19.05                    **Parental Leave**

(A)                    **Entitlements**

Every employee

- (a)            who,
  - (i)            becomes the natural parent of a child or assumes actual care and custody of their newborn child or,
  - (ii)           adopts a child under the law of a province; and
- (b)            who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to sixty-three (63) weeks.

(B)                    **Commencement of Leave**

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 the actual care and custody of the employee. The employee shall decide when their parental leave is to commence.

(C) When an application for parental leave under subsection (A) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for the full sixty-three (63) week leave period.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied at the time such leave commenced.

(E) E.I. Benefits

Eligible employees shall be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

(F) Benefits provided for in this section are in addition to any and all maternity leave benefits that are available to an employee.

19.06 **Paternity Leave**

Non birth parent employees will be granted one (1) day off with pay to be taken on or after the birth of their child at the employee's discretion, and a further seven (7) days without pay if requested.

19.07 **Bereavement Leave**

(a) Bereavement leave, with pay, will be granted in the event of death of a member of the employee's family (including foster and step family members) as follows:

- Five (5) days, which can be taken non-consecutively if needed, in the event of a death of spouse (including common law spouse and same sex partner), child, parent, grandchild and great- grandchild;
- two (2) half days, which can be taken non-consecutively if needed, in the event an employee is the executor;
- Three (3) days, which can be taken non-consecutively if needed, in the event of death of a grandparent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in- law;

- Two (2) days, which can be taken non-consecutively if needed, in the event of the death of an employee's niece, nephew, aunt, uncle or a person residing with the employee or with whom the employee resides.
- (b) The Employer will not unreasonably refuse a request for a further two (2) days off, in addition to leave granted above, to attend a funeral in the event that a funeral is held outside a radius of two hundred (200) kilometres of the workplace.
- (c) Any employee attending a funeral as a pallbearer and/or eulogist will be allowed the required time off for the purpose of attending the funeral, to a maximum of one (1) day.
- (d) Additional leave, with or without pay, for grieving and/or compassionate reasons not covered above may be granted at the discretion of the Employer. In no event will less time, without pay, be granted than that required by legislation in the Province of Manitoba.
- (e) Part time employees bereavement leave will be consecutive scheduled work days unless the Employer and employee agree to use the day(s) at a later mutually agreed date.

19.08 **Family Responsibility Leave**

Income protection that may be utilized for the purpose of Family Related Leave is sick leave to a maximum of ten (10) days per fiscal year.

19.09 An employee may utilize accumulated sick days for the purpose of attending medical or dental appointments for themselves or for their spouse or child, or to take care of a spouse, parent or child, in the event of an illness, provided the following conditions are met:

- i) whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty;
- ii) if i) above is not possible or practical due to urgency of the illness or the inability to obtain appointments at that time, employees are to discuss their situation with the Employer and attempt to arrange to be absent at a time which is least disruptive to the department;
- iii) in determining an acceptable time for the employee to be absent, the urgency of the illness will be the major consideration;



- iv) where possible advance notice of the appointment shall be provided a minimum of forty-eight (48) hours in advance of the appointment.
- v) In the event of unforeseen, sudden illness, or an opening of an appointment with a specialist to which the patient has been referred, the notice period may be waived with the understanding that the employee will call in at the first available time to inform the Employer of their impending absence.

19.10 Casual employees will not be eligible for Family Responsibility Leave.

19.11 **Compassionate Care Leave**

Employees may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed eight (8) weeks in total. Said compassionate care leave shall be consistent with the Employment Standards Code of Manitoba It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement as per Section 19.07 of the collective agreement.

19.12 **Jury Duty Leave**

All employees summoned to jury selection or jury duty shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

**19.13 An employee who wishes to resume their employment on the expiration of a leave of absence in accordance with this section, shall be reinstated by the Employer in the position they occupied at the time such leave commenced, or an equivalent position if that position no longer exists.**

**19.14 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.**

**Should there be any changes to the code during the term of this agreement, employees shall maintain the original benefit level or be eligible for the amended ones, whichever is greater.**

Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards/](http://www.gov.mb.ca/labour/standards/).

## **SECTION 20      SENIORITY**

20.01                      Seniority for employees shall be defined as the length of the employee's continuous employment from the last date on which they commenced work with the Employer.

The Employer and the Union will determine a fair and equitable way of resolving the seniority ranking for employees who are hired on the same day. Should the Employer and the Union be unable to determine a method, lots will be drawn with the Employer and Union as scrutineers to the procedure.

20.02                      Seniority will be considered broken and services terminated if an employee:

- (a) is discharged by the Employer for just cause and not reinstated;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months or is called back to work after layoff and does not return to work within seven (7) calendar days of receiving a registered letter to their last known address;
- (d) fails to return to work on the completion of an authorized leave of absence, vacation, or suspension, unless a satisfactory reason is given;
- (e) is absent from work without a written leave of absence for more than three (3) calendar days unless a satisfactory reason is given by the employee.
- (f) who is a casual employee refuses three (3) shifts in a row (for which the employee has previously indicated their availability to work), excluding periods of illness, vacation, maternity leave, etc.
- (g) who is a casual employee who has not worked any shifts authorized by management in six (6) consecutive months (excluding periods of illness, maternity leave/parental leave).

20.03                      Seniority shall be the governing factor in matters of demotion, layoff, recall after layoff, reduction to part-time, and choice of vacation.

In the event of layoff, or reduction to part-time, reverse order of seniority shall apply to all affected employees in the bargaining unit.

Seniority shall be the governing factor in all matters of promotion, awarding of new positions or vacant positions, transfers, preference of shift within the classification, providing the employee has the ability to do the normal requirements of the job within the ninety (90) day familiarization period and meets the required qualifications of the job posting.

20.04 If an employee is promoted to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during their trial period which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority.

20.05 Full-time employees with one (1) or more years of full-time seniority, who are reduced to part-time by the Employer, shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service, who have no continuous part-time service with the Employer, shall retain their full-time seniority date in the event they are reduced to part-time.

Full-time employees who voluntarily reduce themselves to part-time will be slotted on the part-time seniority list according to their seniority dates from the last date on which they commenced work with the Employer.

A part-time employee who becomes full-time for a period of less than one (1) year and who is then reduced to part-time by the Employer shall retain their original part-time seniority date.

20.06 The Employer agrees to give the difference in wages for two (2) weeks in lieu of notice prior to changing an employee's status from full-time to a part-time basis.

In accordance with the above, no new employees shall be hired until the employees reduced from full-time to part-time status, have been given the opportunity to regain their level of hours previously worked in order of their seniority.

20.07 Part-time employees will have seniority only over other part-time employees and casuals. Casual employees will have seniority only over other casual employees.

20.08 Seniority for full-time employees shall apply among full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees and casuals.

20.09 In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave)

## **SECTION 21 POSTING OF VACANCIES**

- 21.01 (a) When a job vacancy occurs or a new job is created, notice shall be posted within seven (7) calendar days on the appropriate bulletin board for a period of seven (7) calendar days. A copy shall be sent to the Union office when the job is awarded with a copy to the successful applicant. The notice shall set out the qualifications, classification, hourly rate of pay, starting and quitting times, days to be worked and the effective date of the position. A copy of the job description shall be given to the employee upon request.
- (b) The Employer agrees that with reference to the words "job vacancy" or "new jobs", as outlined above, these words shall mean, any vacancy or new job created whether full-time or part-time, any additional available hours of work in any department or classification, or any part-time hours that become available as a result of any employee terminating their employment for any reason.
- (c) The Employer agrees to utilize advance applications for future vacancies in filling vacancies or newly created positions involving job postings. These applications will be retained for a period of three (3) months. A separate application must be made for each position desired.

Advance applications shall include the position applied for, shift and department, and the employee agrees to forward a copy to the Union office.

21.02 In filling job vacancies (promotions, transfers, new positions, etc.) the job shall be awarded within seven (7) calendar days following the end of the seven (7) calendar day posting period, or such other lengths of time as may be mutually agreed after discussions with the Union.

The job shall be awarded to the most senior applicant providing they are able to perform the normal requirements of the job and meets the required qualifications of the job posting.

The employee awarded the job may be returned to their former position at any time by the Employer within the ninety (90) calendar day period after their appointment, if said employee cannot satisfactorily perform the job.

The employee involved may also decide to return to their former position, within ninety (90) calendar days, after their appointment.

When said employee returns to their former position it shall be without loss of wages, hourly rate of pay, or seniority, and at the prevailing rate of pay of the original position.

21.03 No employee shall be transferred to another classification within the bargaining unit without their consent.

21.04 It is understood and agreed that employees shall not, under any circumstances, be required to reduce their hours of work in order that additional positions be created.

21.05 Any employee who is unable to perform their normal duties due to injury, illness, or advancing years may apply to the Chalet Malouin management for advice, help, or assistance in finding suitable alternate employment. The Union and management will work together to make every reasonable effort to ensure the employee secures suitable employment with Chalet Malouin.

## **SECTION 22      WAGES**

22.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as per Appendix "B" of this Agreement, and shall form part of this Agreement, provided that where an individual employee's wages are higher, such rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" are minimum wage rates and apply to the job classification and not to the individual.

22.02 If a new position is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement.

22.03 Rehired employees may be classified according to previous comparable experience in a similar position to that which they have been hired into, for the purpose of establishing wage rates.

22.04

**Pay Days**

The Employer agrees to continue the present practice of ensuring that all employees' paycheques are available to them every second Thursday before noon by way of deposit to the local Caisse Populaire. Pay stubs will be distributed to employees every second Thursday by noon. Employees requesting their pay stubs before noon will be given such pay stubs, if they are available, and the funds have been deposited in the Caisse Populaire.

Pay stubs will include the following information; salary, gross pay, taxable benefits, CPP contribution, EI contribution, tax, union dues, accumulated sick days, benefit pay-out and year to date totals on the same.

In the event that a general holiday falls on a pay day or the day immediately after the pay day, the pay day for that particular week shall be the day prior to the regular scheduled pay day.

22.05 All full time employees will be granted one hundred **and twenty five** (\$125) dollars annually towards the purchase of footwear. All part time employees will be granted fifty (\$50) dollars annually towards the purchase of footwear. Receipts must be submitted as proof of purchase.

22.06 In the event of an underpayment, the Employer will pay the adjustment within forty eight (48) hours as long as the time sheet is in by Monday at noon.

**SECTION 23 COURT'S DECISION**

23.01 In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law or Labour Board, such decisions shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper, or otherwise unenforceable.

**SECTION 24 GRIEVANCE PROCEDURE**

24.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, as to the interpretation, application or alleged violation of the terms of this Agreement shall constitute a grievance. Any employee, the Union or the Employer may present a grievance.

24.02 The procedure for adjustment of grievances and disputes shall be as follows:

Step 1: The grievor will first submit the grievance to their Shop Steward or Union Representative within twenty-one calendar days of the event giving rise to the grievance and a discussion of the matter shall take place with the Supervisor or designate.

Step 2: If the matter is not resolved within seven (7) calendar days of being referred to Step 1, the grievance shall be submitted in writing to the Administrator or designate. If the matter remains unresolved after thirty (30) calendar days from submission to the Administrator, the grievance may be referred to arbitration.

Grievances not submitted in writing to the Administrator or designate within the time limits specified above will be considered invalid and will not be carried further in the grievance procedure.

24.03 At any stage in the grievance procedure, an aggrieved employee may elect to be accompanied by a Union Representative or Shop Steward. Prior to accompanying the aggrieved employee the Shop Steward shall notify their immediate Supervisor.

24.04 The time limits as indicated above can be extended by agreement of both parties to this Agreement.

24.05 When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step 2 of the grievance procedure.

## **SECTION 25 SELECTION OF AN ARBITRATOR**

25.01 If the Union and the Employer cannot reach an agreement, upon request of either party, the grievance shall be submitted to an arbitrator. The arbitrator herein set forth on a rotating basis:

Blair Graham  
Gavin Wood  
Colin Robinson  
Karine Pelletier  
Michael Green

If any individual of the above noted panel, who has been requested in their turn to act as an arbitrator, shall be unable or unwilling to act they shall not again be requested to act as the arbitrator until their name comes up again on the regular rotation of the panel.

The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection. If none of the above noted arbitrators is prepared to have the hearing within this time period, the matter shall be referred to the Manitoba Labour Board who will appoint an arbitrator willing to hear the matter within twenty-eight (28) days.

The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

25.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

25.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, the arbitrator shall be governed by the provisions of this Agreement.

25.04 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

25.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

25.06 The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

25.07 It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.

25.08 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.



## **SECTION 26            BULLETIN BOARDS**

26.01            The Employer agrees that during the term of this Agreement, it will provide space for the Union to install its own bulletin board expressly for the Union's purposes, for the purpose of posting notices and Union material related to the employees. The size of such bulletin board to be mutually agreed.

Copies of all material to be posted shall be submitted to the Administrator for approval prior to same being posted.

## **SECTION 27            TECHNOLOGICAL CHANGE**

27.01            For the purposes of technological change the parties hereby agree that they shall abide by the legislation as enacted by the Province of Manitoba.

## **SECTION 28            HEALTH AND WELFARE/SICK LEAVE**

28.01            Health and welfare and sick leave shall be as indicated in Appendix "A" of this Agreement and shall form part of this Agreement.

## **SECTION 29            WORKING CONDITIONS**

29.01            In cases of emergency, employees may be called on temporarily to perform work not normally required of their job.

29.02            When there is not sufficient work to keep an employee occupied in their department or ward during normal hours of work, such employee may be employed at other work.

### 29.03            **No Working Short**

The Employer will make every effort to replace employees who are away from work for any reason, so that current staff are not working short. The Employer will endeavor to recruit and retain sufficient part-time and casual staff to ensure a full staff complement.

## **SECTION 30            JOB DESCRIPTIONS**

30.01            The Employer agrees to submit to the Union, for approval, the existing job descriptions.

If a change is made which affects the content of an existing job description, once approved by the Union, the change will be forwarded to the Union and unless the Union objects within fifteen (15) days the amended job description will go into effect.

30.02 In the event that the Employer establishes a new job classification or if there is a change which legitimately affects the content of the existing job description or an existing classification, the Union shall receive a copy of the amended job description and proposed salary range. Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Appendix "B" of this Agreement.

30.03 If an employee feels there has been a significant change to their job, the employee may request the Labour Management Relations Committee review their job description.

30.04 **Training**

The Employer shall provide on-the-job training so the employee has the adequate skills and knowledge to perform the job. Time spent on such training shall be regular working hours or by equivalent time back. The Employer agrees that, where possible, such training will be done by seniority with senior employees being given first opportunity for training. A minimum of two (2) days training if deemed required by management will be provided for an employee when they work the first time in a job classification. If the Employer deems that less than two (2) days training are needed, they will consult with the employee, the Head Cook (if applicable) or the Housekeeping Supervisor (if applicable).

30.05 The Employer agrees that no employee will be required to attend mandatory training sessions during a time which causes undue stress or hardship to the employee. Undue stress or hardship include, but not limited to, family commitments, school, family illness, etc.

**SECTION 31 AUTOMOBILE USE**

31.01 Employees required by the Employer to use their cars during work hours will be paid fifty (50) cents per kilometre of use of the employee's vehicle but not less than seven dollars and fifty cents (\$7.50) minimum payment per occurrence.

## **SECTION 32            PAYMENT FOR MEETING ATTENDANCE**

32.01                    When the Employer requires an employee to be present at a meeting called by the Employer, during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

32.02                    Any employee requested by the Employer to attend a meeting outside their assigned working hours shall be paid for all time actually spent at the meeting but never less than three (3) hours' pay at their appropriate hourly rate of pay.

## **SECTION 33            MEALS**

33.01                    Employees who elect to take their meals at the Chalet shall purchase special meal tickets at six (\$6.00) apiece.

## **ARTICLE 34            SALE/MERGER/LOCATION OF BUSINESS**

### **34.01                    Sale of Business**

If the Employer sells the business, they shall inform the other person or employer buying the business that there is an existing Collective Agreement in effect, and that as a condition of any such sale, the other person or employer buying the business shall assume all responsibilities and obligations accruing by virtue of the Collective Agreement, and that the other person or employer buying the business shall agree to continue to operate the business in the Town of St. Malo.

### **34.02                    Merger of Business**

If the Employer merges the business with another person or employer, they shall inform the other person or employer merging with the business that there is an existing Collective Agreement in effect, and that as a condition of any such merger, the other person or employer merging with the business shall assume all responsibilities and obligations accruing by virtue of the Collective Agreement, and that the other person or employer merging with the business shall agree to continue to operate the business in the Town of St. Malo.

### **34.03                    Location of Business**

All aspects of the Employer's business shall be permanently located and based in the Town of St. Malo, Manitoba.

## **ARTICLE 35            CONCILIATION/MEDIATION**

**35.01**            The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union.

**35.02**            If the parties cannot resolve the grievance through the grievance procedure, the matter shall be referred to a mutually acceptable mediator in a further attempt to resolve the grievance. If the matter is not resolved through direct mediation, the mediator shall provide a written report outlining their view of the matter and make recommendations for a resolution. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept his or her suggested recommendations to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. If a satisfactory resolution cannot be reached through this process, then upon request of either party the matter may then be referred to an Arbitrator selected in accordance with Section 25.

## **SECTION 36            DURATION**

**36.01**            This Agreement shall be in effect from April 1<sup>st</sup>, 2021, and shall remain in effect until March 31<sup>st</sup>, 2024, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

**36.02**            When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### **A-1**            **Sick Leave**

A-1.01            Full-time employees shall accumulate one and one-quarter (1¼) days of sick pay for each full month of employment to a maximum of thirty (30) days.

A-1.02            Part-time employees will accumulate one and one-quarter (1¼) days of sick pay for each twenty-two (22) days of actual work to a maximum of thirty (30) days.

A-1.03            Full-time and Part-time employees shall be entitled to use such accrued sick leave for any injury that is not covered by Workers Compensation or Manitoba Public Insurance, and such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each day to a maximum of thirty (30) working days per accident, providing accumulated sick days are available.

A-1.04            Casual employees will not be eligible to accumulate or be paid sick leave benefits.

A-1.05            Additional sick leave may be granted by the Employer.

A-1.06            An employee who is unable to report for work shall inform the supervisor as soon as possible.

A-1.07            The Union agrees to work with the Employer with a view to eliminating abuse of income protection utilization. The Union further agrees to meet with the Employer and any employee suspected of abusing the said income protection. In the event that said employee's attendance record does not show immediate improvement, disciplinary action may be taken by the Employer.

A-1.08            The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of illness in regards to any claim for income protection after the first five (5) days claimed each year or as proof of the employee's fitness to return to work.

A-1.09            Employees unable to perform their regular work as a result of an injury or illness which is recognized as compensable by the *Workers Compensation Act*, will be entitled to income protection payment for the difference between the compensation award and their regular salary. Such difference will be deducted from the employee's accumulated income protection entitlement and payment will cease when the employee's income protection entitlement has been totally claimed.

A-1.10 An employee returning to work following an absence of one (1) shift or more shall inform the Employer as soon as possible. If no call has been received and the employee arrives to work the next scheduled shift and has been replaced, that person will be sent home without pay and the replacement will remain at work.

A-1.11 The Employer agrees to include the amount of each employee's accrued sick leave on their pay stubs. In addition, upon request, the Employer shall provide the information to the Union.

A-1.12 Sick leave pay for part-time employees shall be applied only to absences which occur on the employee's regularly scheduled work days.

A-1.13 Sick leave is not payable to an employee:

- (a) who, while on paid sick leave, is engaged in employment for wage or profit with another Employer, or self-employed;
- (b) who, in respect to 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 his/her 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.

## **A-2 Health Cost Recovery Account (HCRA)**

A-2.01 The Employer agrees to continue the cost-shared Health Cost Recovery Account (HCRA) that shall be self-administered by the Employer.

### **A-2.02 Eligibility**

All full-time and part-time unionized employees on the payroll on June 28th, 2005 (date employees ratified the inclusion of the HCRA in the collective agreement) are eligible to participate in the plan. Any eligible employee who was employed at the time this program started (June 28th, 2005) and chose to opt out may choose to participate at any time. Once an employee is a participant, they cannot opt out.

It is compulsory for all full-time and part-time employees hired after June 28th, 2005 to participate in the HCRA benefit plan.

#### A-2.03 **Contribution**

The Employer will deduct ten (\$10.00) dollars per pay period from each participating employee's pay and contribute a matching ten (\$10.00) dollars to the account. Employee and Employer will cease to make contributions when the account reaches **one thousand (\$1000)** dollars. Should the balance in the account drop below **one thousand (\$1000)** dollars the employee and Employer will be required to reinstate their biweekly contributions until the account reaches the maximum amount. Notwithstanding the above, the maximum contribution for each employee per year will be two hundred sixty (\$260.00) dollars and for the Employer two hundred sixty (\$260.00) dollars per participating employee.

#### A-2.04 **Benefit Pay-out**

The plan will reimburse participating employees for health related expenses incurred for themselves, their spouse, their dependent children or dependent parent, up to the balance in their account to a maximum of **one thousand (\$1000)** dollars per year.

#### A-2.05 **Termination**

If a participating employee terminates their employment, unless they were terminated for just and reasonable cause and not reinstated through the grievance and arbitration process outlined in the Collective Agreement, they will be paid out the balance of their share in the HCRA. The matching Employer contribution shall remain in the plan and be utilized to offset Employer's future contributions until totally exhausted. If the participating employee is terminated for just and reasonable cause, any balance in the plan shall be forfeited and remain in the plan to enhance future employee health benefits as negotiated from time to time.

#### A-2.06 **Submitting Expenses**

Participating employees may present receipts **within six (6) months of the date of the receipt** for any health related expenses paid by them for their personal use, the use of their spouse, dependent child or dependent parent who resides with them, to the maximum amount they have in their individual HCRA. To be eligible, receipts must be dated later than the employee's hiring date.

#### A-2.07 **Health and Wellness Payments**

Employees will be eligible to use their HCRA for registration/membership fees for fitness classes, gym memberships, personal training, recreational sports, fitness equipment and laser eye surgery.



### **A-3 Retirement Savings Plan**

A-3.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the United Food and Commercial Workers Union, Local No. 832 Group Retirement Savings Plan.

A-3.02 All employees who participate in the United Food and Commercial Workers Union Local No. 832 Group Retirement Savings Plan shall have their contributions matched by the Employer up to a maximum of two hundred **and fifty** (\$250) dollars per calendar year.

A-3.03 The two hundred **and fifty** (\$250) dollar (maximum) contributions referred to in A-3.02 above shall be matched by the Employer in January of the immediately following year. Where necessary, participating employees shall be required to provide the Employer with verification as to the amount of contributions they have made into the United Food and Commercial Workers Union, Local No. 832, Group Retirement Savings Plan in the previous calendar year. The parties recognize that the purpose of the group RSP is to provide a vehicle for employees to save money for their retirement years.

**APPENDIX "B"**

**WAGE RATES**

**B-1 Classifications**

	<b>Current</b>	<b>April 1,2021</b>	<b>April 1 ,2022</b>	<b>April 1 ,2023</b>
		<b>1.0%</b>	<b>1.5%</b>	<b>2.0%</b>
<b>Kitchen Helper</b>				
<b>Start</b>	\$13.44	13.57	13.78	14.05
After 1 year	\$14.93	15.08	15.31	15.61
<b>Cook Helper, Housekeeping, Kitchen Helper (after 5 years)</b>				
<b>Start</b>	\$14.63	14.78	15.00	15.30
After 1 year	\$16.03	16.19	16.43	16.76
<b>Cook</b>				
<b>Start</b>	\$15.72	15.88	16.12	16.44
After 1 year	\$17.18	17.35	17.61	17.96
<b>Head Cook</b>				
<b>Start</b>	\$16.13	16.29	16.54	16.87
After 1 year	\$17.57	17.75	18.01	18.37

**B-2      Long Service Premium**

Employees shall receive a long service premium as follows:

Ten (10) years of service    –      sixty (\$.60) cents per hour

Fifteen (15) Years of service      seventy (\$.70) cents per hour

**B-3      Training Premium**

Employees shall receive a premium of one dollar (\$1.00) per hour for the first 18 hours spent training a new employee.

**B-4** Casual employees will receive wage increases as above where one (1) year equals seven hundred (700) hours worked and/or paid.

**B-5** In the event the provincial minimum wage increases during the term of the collective agreement, the start rate for the Kitchen Helper shall be adjusted to no less than twenty-five (25) cents above the minimum wage in the Province of Manitoba.

**B-6** **Retroactive Pay**

B-6.01 If required, all employees shall receive full retroactive pay to April 1, 2021, for all hours worked and/or paid. Retroactive pay shall be added to the employee's regular paycheques within thirty (30) days following the date of ratification.

## **APPENDIX "C"**

### **HARASSMENT/ABUSE POLICY**

#### **POLICY**

The Employer, in exercising its responsibility, endeavours at all times to provide an environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee and resident. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and will not be tolerated.

#### **The purpose of this policy is to:**

- (a) foster a positive working and living environment;
- (b) promote awareness of each person's responsibility to treat others with dignity and respect in the facility by refraining from behaviour that constitutes harassment;
- (c) prevent harassment from occurring, stop it where it has occurred, and ensure that it does not occur again;
- (d) provide a special procedure for resolving harassment complaints; and
- (e) inform employees of their rights and responsibilities under this procedure.

#### **DEFINITIONS**

- (a) Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew, or ought reasonably to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual.
- (b) Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation or disability.
- (c) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or, that might reasonably be perceived by the individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- (d) Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one (1) individual to the disadvantage of another. It should be noted, however, that this does not restrict the authority of those charged with managerial responsibilities in areas such as counselling, performance appraisal, staff relations and the implementation of disciplinary actions.

## **EMPLOYEE RIGHTS**

### **The Employer's policy recognizes the right of employees:**

- (a) to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisal;
- (b) to be represented and accompanied by a person of their choice during the interviews related to their complaint;
- (c) to be kept informed throughout the process.

## **EMPLOYEE RESPONSIBILITIES**

### **The Employer's policy with respect to employee responsibilities provides for employees:**

- (a) to make known, if possible, their disapproval or unease to the offending individual immediately;
- (b) if the harassment does not stop, to consider speaking to their supervisor or their supervisor's supervisor;
- (c) to seek assistance immediately from the Employer if the above measures are not successful or circumstances make it difficult to take these measures;
- (d) if lodging a complaint, to describe in writing as clearly as possible the nature of the harassment, providing sufficient detail and description of the particulars to enable an investigation to be conducted; and
- (e) to cooperate with all those responsible for dealing with the investigation of the complaint.

## **RIGHTS AND RESPONSIBILITIES OF PERSON COMPLAINED AGAINST**

**The person against whom a complaint has been lodged is entitled:**

- (a) to be informed immediately that a complaint has been filed;
- (b) to be presented with a written statement of allegations and to be afforded the opportunity to respond to them;
- (c) to be represented and accompanied by a person of their choice during the interviews related to the complaint;
- (d) to receive fair treatment in an environment free of harassment and discrimination; and
- (e) to be kept informed throughout the process.

## **CORRECTIVE MEASURES**

**Where harassment has occurred corrective measures may include:**

- (a) disciplinary action against the harasser;
- (b) close supervision of the harasser;
- (c) require the harasser to seek counselling at their own expense;
- (d) awareness sessions, training or counselling for supervisors and/or other employees;
- (e) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and
- (f) other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

## **REVIEW OF HARASSMENT/ABUSE POLICY**

The joint Workplace Health and Safety Committee will review this Harassment/Abuse Policy to ensure its compliance with provincial legislation. If changes are necessary, the new policy will replace this policy and will be distributed to the Union, the Employer and each employee.

**LETTER OF UNDERSTANDING #1**

Between:

**CHALET MALOUIN INC.**,  
carrying on business in St. Malo,  
in the Province of Manitoba,  
hereinafter referred to as the  
"Employer"

And

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832**,  
chartered by the United Food &  
Commercial Workers  
International Union, hereinafter  
referred to as the "Union".

**Increase In Hours - Full Time Housekeeping Position(s):**

The parties agree that if available hours increase in the Housekeeping area due to renovations/expansion at the Chalet, the full-time Housekeeping staff will have first opportunity/first refusal of working extra hours to move to an eight (8) hour day, with a total of eighty (80) hours bi-weekly.

If the full-time Housekeeping staff choose to increase their regular hours, they will be treated as Kitchen employees for the purposes of Article 10.11 and 11.01 (ie.- overtime rates will not apply until after the employee has worked eight (8) hours in a day or eighty (80) hours in any pay period).

This Letter of Understanding shall be attached to and form part of the collective agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING**

BETWEEN:

**CHALET MALOUIN INC.**,  
carrying on business in St. Malo,  
in the Province of Manitoba,  
hereinafter referred to as the  
"Employer"

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832**,  
chartered by the United Food &  
Commercial Workers  
International Union, hereinafter  
referred to as the "Union".

**RE: COVID HELP**

Due to COVID-19 related service issues the Employer and Union agree to the following:  
One (1), two (2) hour shift per day, seven (7) days per week. To be used for assisting in  
supper tray deliveries to suites and some additional help with COVID-19 related  
cleaning and sanitizing.

The employees working these shifts will be term employees as per Article 10.03 of the  
CBA and be paid the kitchen helper wage rate of \$13.18 per hour as well as the  
applicable weekend premium of \$0.85 per hour.

This letter will cease to exist once the current lockdown measures are lifted or as per  
Article 10.03, after seven (7) months from date of hire, whichever is sooner. If the  
lockdown measures are not lifted after seven (7) months the Employer and Union will  
meet to discuss further terms.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS  
LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Sections of the Agreement between the United Food & Commercial Workers Union, Local 832, and Chalet Malouin contain the following statements:

“The Employer agrees to retain in its employ within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.”

“The Employer agrees to deduct from the wages of each employee, such union dues and assessments as are authorized by the Union. The Employer further agrees to deduct the union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly written statement of the name, social insurance numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employees, and name changes.”

Please complete the Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada			CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)		
COMPANY NAME		LOCATION		EMPLOYMENT (NO.)		
CLASSIFICATION				FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>	
I hereby make application for membership in the United Food & Commercial Workers International Union and in the above statements are true. I agree that all monies paid by me shall be forwarded and I have declared handling of grievances and other matters relating to my employment. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes stated above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT'S SIGNATURE				DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

## LETTER OF UNDERSTANDING

BETWEEN:

**CHALET MALOUIN INC.**,  
carrying on business in St. Malo,  
in the Province of Manitoba,  
hereinafter referred to as the  
"Employer"

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832**,  
chartered by the United Food &  
Commercial Workers  
International Union, hereinafter  
referred to as the "Union".

### RE: Kitchen Positions

The parties recognize the difficulties in staffing the kitchen along with heavy kitchen workloads. In light of that the following changes shall take place immediately:

- 1) The Head Cook position will be renamed "Supervisor Cook" with a new pay rate of \$20.51 an hour plus an additional \$0.85 per hour weekend premium (if applicable). The new position will be a Monday to Friday position for consistency in the Kitchen however the current Head Cook on leave will have the option of maintaining their current schedule, Monday to Friday with every second Friday off if they so choose upon their return to work. This position will continue to be a bargaining unit position.
- 2) A new after school position, "Evening Cook Helper" will be created. The new position will be a Monday to Friday position from 4-6pm and a pay rate of \$13.78. The Evening Cook Helper position shall be a bargaining unit position subject to all the terms contained in this Collective Bargaining Agreement (CBA).

Both positions are subject to the posting procedure contained in Article 21 of this CBA.

Job descriptions have been provided to the Union for both positions and this letter of understanding shall form part of this CBA.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF August, 2022.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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