

COLLECTIVE AGREEMENT

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EFF.	<i>85 04 01</i>
TERM.	<i>88 03 31</i>
NO. OF EMPLOYEES	<i>152</i>
NOMBRE D'EMPLOYÉS	<i>A.H.</i>



between

BEACON HILL LODGES
OF CANADA LIMITED
and

**THE MANITOBA GOVERNMENT
EMPLOYEES' ASSOCIATION**

(Institutional Employees' Union Component)
April 1, 1985 — March 31, 1988

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INDEX

	Page
Preamble	3
Article 1 — Clarification of Terms.	3
Article 2 — Purpose of Agreement.	5
Article 3 — Recognition	6
Article 4 — Union Security and Check-Off of Union Dues	7
Article 5 — No Strike or Lock-Out	7
Article 6 — Management Rights	8
Article 7 — Union Representation	9
Article 8 — Grievance Procedure	10
Article 9 — Arbitration.	13
Article 10 — Probationary Period	14
Article 11 — Termination of Service	15
Article 12 — Seniority	16
Article 13 — Promotions and Transfers	18
Article 14 — Layoffs.	19
Article 15 — Rehiring	20
Article 16 — Job Postings	20
Article 17 — Leave of Absence	21
Article 18 — Hours of Work and Rest Days	23
Article 19 — Overtime.	24
Article 20 — Sick Pay and Sick Leave.	25
Article 21 — Designated Statutory Holidays.	28
Article 22 — Vacations.	29
Article 23 — Uniform Allowance.	31
Article 24 — Payment of Wages	32
Article 25 — Retirement Bonus.	33
Article 26 — Special Committee	33
Article 27 — U.I.C. Rebates.,	33
Article 28 — Casual Employees.,	34
Article 29 — Technological Change	34
Article 30 — Health and Safety	35
Article 31 — Contracting Out	36
Article 32 — Duration	36

THIS AGREEMENT made effective as of the 1st day of April, 1985.

between

BEACON HILL LODGES OF CANADA LIMITED, of the City of Winnipeg, hereinafter referred to as the "Corporation"

OF THE FIRST PART,

and

MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION (Institutional Employees' Union Component), hereinafter referred to as the "Union"

OF THE SECOND PART.

PREAMBLE

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

WHEREAS the Union is the certified bargaining agent for the employees of a certain unit of the Corporation as described in Certification Nos. MLB-3713 and MLB-3714 of the Manitoba Labour Board;

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

NOW, THEREFORE, this Agreement witnesseth as follows:

**ARTICLE 1
CLARIFICATION OF TERMS**

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

1.02 The words “employee representative” when used in this Agreement shall mean an employee who has been appointed, elected or otherwise selected as a Union representative as provided in this Agreement.

1.03 The word “Administrator” when used in this Agreement shall mean the Administrator of the Corporation at the Lodge, 190 Fort Street, Winnipeg, Manitoba.

1.04 The words “probationary employee” when used in this Agreement shall mean an employee who has not completed five hundred and twenty (520) straight time hours of continuous employment with the Corporation.

1.05

- a) The words “full-time employee” shall mean a person covered by this Agreement who regularly and recurrently works the full prescribed bi-weekly working hours, as set out in Article 18.01, exclusive of overtime and who has successfully completed the prescribed hourly probationary period and has gained seniority.
- b) The words “part-time employee” shall mean a person covered by this Agreement who is committed to and regularly and recurrently works less than the full prescribed bi-weekly hours of work, as set out in Article 18.01, and who has successfully completed the prescribed hourly probationary period and has gained seniority.
- c) The words “regular employee” shall mean a person covered by this Agreement who has attained seniority and appears on the seniority list.

1.06 The words “Union Representative” when used in this Agreement shall mean the Representative of the Manitoba Government Employees’ Association.

1.07 The words “Local President” when used in this Agreement shall mean an employee of the Corporation at 190 Fort Street, Winnipeg, so designated by the terms of Article 7.01.

1.08 The masculine shall be construed as including the

feminine, the feminine shall be construed as including the masculine and the singular the plural, where required,

1.09 The words “departmental seniority” when used in this Agreement shall mean that period of time from which the employee entered the service of the Employer in his current department to the last time his name appeared on the payroll. For this purpose, departments will be as outlined in Schedule “B”.

1.10 The words “institutional seniority” when used in this Agreement shall mean that period of time from the date the employee last entered the service of the Employer to the last time his name appeared on the payroll.

1.11 The word “seniority” when used in this Agreement shall describe the period of time from the date when a regular employee last entered the service of the Corporation to the last time his name appeared on the payroll. Seniority shall be gained by a regular employee upon successfully completing the probationary period and seniority for a part-time employee will accumulate on the basis of hours worked in relation to the normal hours worked by a full-time employee. Seniority lists shall be kept on the basis of total straight time hours worked.

1.12 The word “promotion” shall mean a change of position which results in the advancement by the employee of at least one grade on the wage classification schedule.

1.13 The word “transfer” shall mean a change by an employee from one position to another position within the same job title or grade on the wage classification schedule.

ARTICLE 2 PURPOSE OF AGREEMENT

2.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Corporation and those certain classifications of employees represented by the Union. The Union will not interfere with the successful operation of Beacon Hill Lodges of

Canada Limited as a public service institution intended to provide accommodation for elderly people pursuant to the provisions of the Nursing Home Act and/or other requisite legislation.

**ARTICLE 3
RECOGNITION**

3.01 The Corporation recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Corporation at its Lodge, 190 Fort Street, Winnipeg, Manitoba, in the classifications listed in Schedule "A" hereto annexed and any other classifications and/or employees that may, from time to time, come within the scope of the certificate of certification. In instances where the Corporation and the Union do not agree on the inclusion or exclusion of a new position, the matter will be referred to the Manitoba Labour Board for a ruling.

3.02 The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit and represented by the Union, either individually or collectively, which will conflict with any of the provisions of this Agreement.

3.03 The Union and its members recognize that the Corporation is an organization devoted to the care of the sick and therefore its purpose cannot be strictly compared to commercial or industrial enterprises.

3.04 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union, or as stipulated in the Manitoba Human Rights Act, Bill 110, Section 4.

3.05 Representatives of the Union will have reasonable access to the employees for the purpose of investigating complaints and the administration of the Collective Agreement.

ARTICLE 4
UNION SECURITY AND CHECK-OFF
OF UNION DUES

4.01 The Employer shall deduct from every employee any dues or assessments levied in accordance with the Union Constitution, and pay the same to the Union as directed by the Union on or before the 20th day of the month. The amount of dues to be deducted will be as determined by the Union and the Union agrees to notify the Employer, in writing, not later than the 15th day of the month of any changes in dues and, in the case of an increase in dues, to furnish the Employer with the proper authorization to make such changes effective the 1st day of the following month.

4.02 The Corporation shall provide to the Union, on or before the 20th day of each calendar month, a list of the names and the date of hire of all new employees from whose wages the deductions have been made.

4.03 The Union will save the Corporation harmless from any claims that may arise from any deduction for wages in respect of check-off of monthly assessments or any action taken at the request of the Union.

4.04 Dues will be checked off during leave of absence and as long as the employee is entitled to a paycheck.

4.05 Every employee entering the bargaining unit as of June 1st, 1976 shall, at the date of entering the bargaining unit, sign an application for membership card and pay the current initiation fee.

4.06 Every employee within the scope of this Agreement who is a voluntary member of the Union or who hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment.

ARTICLE 5
NO STRIKE OR LOCK-OUT

5.01 For the duration of this Agreement:

- a) The Union agrees that there will be no strike as

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

- b) The Corporation agrees that there will be no lockout of employees.

**ARTICLE 6
MANAGEMENT RIGHTS**

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

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

6.02 Without restricting or limiting the generality of the preceding sub-articles, the Corporation retains all rights and responsibilities of Management not specifically relinquished or modified by this Agreement.

ARTICLE 7
UNION REPRESENTATION

7.01 The Corporation acknowledges the right of the Union to appoint, elect or otherwise select up to four (4) employee representatives as follows:

- a) President
- b) Vice-president
- c) Secretary
- d) Treasurer

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

7.02 The Corporation will recognize a Union Committee composed of four (4) employee representatives appointed, elected or otherwise selected in accordance with Article 7.01 of this Agreement. The purpose of this Union Committee shall be to negotiate with the Corporation for a renewal of the current Collective Agreement as hereinafter provided and to deal with grievances as hereinafter provided.

7.03 The Union Committee will have the right at any time to have the assistance of the Union Representative and/or his designate when negotiating with the Corporation for a renewal of the current Collective Agreement as hereinafter provided or when dealing with grievances as hereinafter provided.

7.04 Within thirty (30) days of its annual election of employee representatives as provided for in Article 7.01, the Union will send to the Corporation, in writing, a list of all duly elected, appointed or otherwise selected employee representatives throughout the year.

7.05 Employees required to be absent from work on Union business, and where such absence has been approved by the Employer, shall continue to be paid in the regular manner by the Employer. The Union shall reimburse the Employer for the costs paid to the employee for the time not worked.

ARTICLE 8
GRIEVANCE PROCEDURE

8.01

- a) It is the mutual desire of the Corporation and the Union that all complaints and grievances be adjusted as quickly as possible.
- b) Regular employees shall process their complaints and grievances in the manner hereinafter laid down in this Article.
- c) A grievance under this Agreement shall be defined as any difference or dispute between the Corporation and any regular employee of the Corporation or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or an allegation that this Agreement has been violated.
- d) When, as hereinafter required in this Article, a grievance is to be submitted in writing, such grievance shall be in writing on a form to be supplied by the Union (except a grievance filed by the Corporation) and such written grievance shall contain a statement of the matter complained of and of the redress sought and shall be signed by the employee submitting the grievance and his Union representative, and in the case of a grievance submitted by the Union, same shall be signed by the Union Representative or his designate, and in the case of a grievance submitted by the Corporation, same shall be signed by the Administrator or his designate.
- e) Any time limits referred to in this Article and/or in Article 9 of this Agreement within which any procedure is required to be taken, or within which any decision is required to be delivered, or within which any notice is required to be given, shall be calculated exclusive of Saturdays, Sundays and paid holidays as defined in this Agreement.

8.02 A regular employee who has a complaint shall

firstly take the matter up with his immediate supervisor within forty-eight (48) hours of the time when the cause of the complaint occurred. The employee may be accompanied by his Union representative when taking the matter up with his immediate supervisor. If the complaint is not satisfactorily resolved within twenty-four (24) hours after the employee has contacted his immediate supervisor, the complaint may then be taken up as a grievance in the following manner:

Step 1

The employee concerned shall submit his grievance (which may be delivered by the Union representative) in writing to his immediate supervisor within five (5) days after the date on which the cause of the complaint occurred. The immediate supervisor shall deliver his decision, in writing, to the employee concerned within two (2) days after the date on which he received the employee's written grievance as hereinbefore provided and a copy of the written reply of the immediate supervisor shall be mailed to the Union office on the same day.

Step 2

If the written decision of the immediate supervisor is not satisfactory to the employee concerned, the employee concerned may appeal the written decision of the immediate supervisor by lodging an appeal in writing with the Administrator or his designate within two (2) days after the date on which the employee concerned received the written decision of the immediate supervisor. The Administrator or his designate shall convene a meeting with the Union Committee and the employee concerned within three (3) days after the date on which the Administrator or his designate received the written appeal. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Administrator or his designate shall deliver his decision in writing to the Local President within three (3) days after the date of the meeting and a copy of such decision shall be mailed to the Union office on the same day.

8.03 If the written decision of the Administrator or his designate in Step 2 above is not satisfactory to the employee concerned and provided the complaint and grievance have been processed in the manner laid down in Article 8.02 above, the grievance may be taken to arbitration in accordance with Article 9 of this Agreement.

8.04 A grievance filed by the Union shall be filed with the Administrator or his designate within five (5) days after the date on which the cause of the grievance occurred. The Administrator or his designate shall convene a meeting with the Union Committee within three (3) days after the date on which the Administrator or his designate received the written grievance. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Administrator or his designate shall deliver his decision, in writing, to the Union Representative or his designate within three (3) days after the date of the meeting. If the written decision of the Administrator or his designate is not satisfactory to the Union Representative or his designate and provided the grievance has been processed in the manner laid down in this Article, the grievance may be taken to arbitration in accordance with Article 9 of this Agreement.

8.05 A grievance filed by the Corporation shall be filed with the Union Representative or his designate within five (5) days after the date on which the cause of the grievance occurred. The Union Representative or his designate shall convene a meeting with the Administrator or his designate and not more than three (3) representatives of the Corporation within three (3) days after the date on which the Union Representative or his designate received the written grievance. The purpose of this meeting shall be to discuss, consider and attempt *to resolve* the grievance on a mutually acceptable basis. The Union Representative or his designate shall deliver his decision, in writing, to the Administrator or his designate within three (3) days after the date of the meeting. If the decision of the Union Representative or his designate is not satisfac-

tory to the Administrator or his designate and provided the grievance has been processed in the manner laid down in this Article, the grievance may be taken to arbitration in accordance with Article 9 of this Agreement.

**ARTICLE 9
ARBITRATION**

9.01 Where a difference arises between the parties of this Agreement relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, subject to Article 8 of this Agreement, after exhausting the grievance procedure established by Article 8 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered by the party desiring to submit the difference or allegation to arbitration to the other party within seven (7) days after the date of receipt of the written decision as provided in Article 8.02 (Step 2), Article 8.04 or Article 8.05 of this Agreement, as the case may be. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for Manitoba upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee or employees affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.

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

9.03 No person may act as an appointee or as a chairman who has been directly involved in attempts to negotiate or settle the grievance, and such individuals as laid down in Chapter L10, Section 84 (5) of the Manitoba Labour Relations Act.

9.04 Each party shall bear the fees and expenses of its appointee to the Arbitration Board and the fees and expenses of the chairman shall be shared equally by both parties.

9.05 If the findings of the Arbitration Board holds that the grievor was improperly dismissed, suspended or laid-off, he shall be reinstated. Reimbursement of lost earnings will be as specified by the Arbitration Board, but shall in no case be greater than his regular earnings had he remained employed by the Corporation, reduced by any sums he may have received as earnings from other employment, or as Unemployment Insurance during the period of dismissal, suspension or layoff.

ARTICLE 10 PROBATIONARY PERIOD

10.01 Prior to being appointed a full-time employee or a part-time employee, each newly hired employee must successfully complete a probationary period as set out in Article 1.04. On or before the expiry date of the initial probationary period, the Employer will confirm, in writing, to the employee, the decision to:

- a) confirm his appointment as a full-time employee or part-time employee; or
- b) extend probationary status for a further probationary period as set out in Article 1.04; or

- c) terminate the employee without recourse to the grievance procedure herein. However, upon request, the Union shall be provided with the reasons for the termination of any probationary employee.

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

Unless expressly referred to elsewhere in this Agreement, part-time employees shall be regarded as coming under this Agreement, except that:

- a) all references to and articles dealing with the following subjects will not apply to part-time employees:

**HOURS OF WORK
REST DAYS**

- b) any benefits deriving to full-time employees under any articles in this Agreement which deals with wages or supplementary benefits (paid leave of absence, increments) will be earned by part-time employees in accordance with the ratio of the number of hours the part-time employees work regularly over what full-time hours would have been worked for that same period.

**ARTICLE 11
TERMINATION OF SERVICE**

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

- a) an employee resigns or is discharged for just and reasonable cause and is not reinstated pursuant to the grievance procedure;
- b) an employee is absent from work and fails to provide the Corporation with a satisfactory reason for his absence;
- c) an employee fails to report to work at the termination of a leave of absence, vacation or suspension, unless such was not reasonably possible;

- d) a regular employee is laid-off more than six (6) consecutive months;
- e) after a continuous absence of longer than one (1) year by reason of illness or accident.

11.02 Notice of Termination

Notice of at least two (2) weeks will be given by an employee covered by this Agreement who wishes to resign. An employee leaving with less than the agreed upon notice shall automatically be deducted wages of the days less than the required notice.

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

11.04 Any written notice to any employee under this Agreement may be given personally, in writing, by telegraph or prepaid registered post addressed to the employee at his last address shown on the seniority list or on the payroll of the Corporation and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

**ARTICLE 12
SENIORITY**

12.01 Seniority shall not be broken by reason of an employee's service in the Armed Forces in time of war, provided the employee is re-employed by the Employer within two (2) calendar months from the termination of his service in the Armed Forces.

12.02 All periods of layoff or unpaid leave of absence exceeding thirty (30) calendar days shall be excluded in calculating seniority and fringe benefits.

12.03 Seniority rosters shall be maintained by the Employer for all regular employees once seniority has been gained. Rosters shall identify institutional and departmen-

tal seniority, the effective date of employment, the date seniority was gained, the number of straight time hours worked while in the service of the Corporation and identify regular employees as either full-time or part-time employees. Rosters shall be prepared by the Employer at an effective date of December 31st of each year. The roster will be posted on all employees' bulletin boards no later than March 31st of each year. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee. At the expiration of the twenty (20) days, the seniority list, as corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

12.04 Should an employee be moved to a position outside of the bargaining unit, and he is returned to the position he held within the scope of the Agreement within a period of three (3) months from the date of such move, he will re-enter the bargaining unit with the seniority he had accumulated to the date of such move.

12.05 A regular employee transferring status from full-time to part-time or part-time to full-time will be affected as follows:

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

12.06

- a) Seniority shall be retained and will continue to accumulate when a regular employee is absent from work under the following circumstances:
 - i) approved leave of absence with pay;
 - ii) when in receipt of Workers' Compensation.During the above described circumstances, seniority will accumulate on the average of actual hours worked during the three (3) pay periods immediately prior to the absence.
- b) Seniority shall be retained, but will not continue to accumulate when a regular employee is absent from work under the following circumstances:
 - i) for a period of less than one (1) year for illness or accident;
 - ii) when laid-off due to a reduction in staff for a period of three (3) months;
 - iii) when on maternity leave;
 - iv) approved leave of absence without pay for a period of thirty (30) days or more.
- c) Seniority shall be lost when an employee is absent from work under the circumstances described in Article 11.

**ARTICLE 13
PROMOTIONS AND TRANSFERS**

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

- a) departmental seniority, in the department where the vacancy occurs;
- b) institutional seniority, where no employee within the department has applied for the position.

13.02 Upon gaining seniority, an employee may be eligible for promotion or transfer.

13.03 The promotion or transfer of an employee will be on a three (3) month trial basis.

13.04 Employees declining promotions shall not lose their seniority.

13.05 When an employee is returned to his former position following an unsuccessful promotion trial, for a period set out in Article 13.03 above, the original salary arrangement in the lower salary position will apply.

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

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

13.08 Any regular employee may be transferred from one classification to another classification carrying a rate in a higher range for a period not exceeding eight (8) hours in any given week, without changing his rate of pay. Such transfer shall be called "temporary transfer" and shall not be affected by the succeeding provisions in this Article. Owing to the importance of maintaining essential services, the need of the moment will determine the work to be performed, but an employee will only be expected to carry out tasks which he has the ability to perform.

ARTICLE 14 LAYOFFS

14.01 Where there is a reduction in positions (jobs) in the Lodge, the employee displaced by this reduction will, provided he possesses the required qualifications and abili-

ty, be allowed to displace any employee in the Lodge (within the scope of the bargaining unit) who has less institutional seniority.

**ARTICLE 15
REHIRINGS**

15.01 When working forces are increased, or when vacancies occur which are to be filled by the Employer, employees who had gained seniority before being laid-off will be recalled for work in order of their institutional seniority subject to qualifications and ability.

15.02 To qualify for recall, employees must file their name and current address with the Employer.

15.03 A person who is laid-off by the Employer must communicate with the Employer within ninety-six (96) hours of his notice of recall being mailed to his recorded address and must be prepared to begin work at the time designated by the Employer.

15.04 A laid-off employee's right to be rehired will be terminated under the following circumstances:

- a) if he did not communicate with the Employer within the time limit above;
- b) if he did not report for work when instructed to do so;
- c) if he has been laid-off more than six (6) months.

**ARTICLE 16
JOB POSTINGS**

16.01 When a vacancy occurs in any department of the Lodge coming within the scope of this Agreement, a notice will be posted or circulated requesting applications to fill such vacancy from employees of the Corporation.

16.02 Such notice will be posted in all departments and shall remain posted for forty-eight (48) hours (Saturday and Sunday excluded), to permit applicants to make application for the vacancy.

16.03 If no applications to fill the vacancy are received from employees of the Corporation or if the applicant or applicants are not, in the opinion of the Corporation, considered to be suitable for such vacancy, then the Corporation may fill the vacancy from the open market, subject to the applicants' right to the grievance procedure.

16.04 Job postings shall show location, title, rate of pay and normal starting and finishing times.

16.05 An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer provided he has submitted the prescribed application form to the Employer prior to his departure.

16.06 An employee on leave of absence due to illness shall be considered for a promotion or transfer along with all other applicants provided that during such absence he advises the Employer, by telephone or otherwise, that he wishes to be considered for any vacancies occurring during his absence.

ARTICLE 17 LEAVE OF ABSENCE

17.01 Upon request, the Corporation will grant a paid leave of absence of up to four (4) days ending with the day following the funeral for death of members of the immediate family. For the purpose of clarification of this Agreement, immediate family means: spouse, child (including step-children and adopted children), parents, brother, sister, guardian (including step-parents and the latest foster parents) and grandparents who act as parents.

17.02 Upon request, the Corporation will grant a paid leave of absence of up to two (2) days ending with the day following the funeral in the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and grandparents not referred to above.

17.03 Upon request, the Corporation will grant a paid leave of absence of one (1) day ending with the day of the funeral in the event of the death of the following:

spouse's grandparents, uncles, aunts, nephews and nieces. Upon written request, up to one (1) day with pay shall be granted to an employee to attend a funeral as a mourner.

17.04 It is agreed that this leave is to apply only where the regular employee is in attendance or involved in the preparations of the funeral, and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working time, and does not include pay for days off.

17.05 A regular employee required to serve jury duty shall be paid the difference between what he would have earned for his scheduled hours, and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his jury duty fees, less expense money received from the authorities for meals and lodging, and the Employer will continue the regular salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty. The employee will come to work during those regular scheduled hours that he is not required to attend court, and for which he receives no remuneration for jury duty.

17.06 Up to six (6) months of maternity leave without pay may be granted subject to the following conditions:

- a) an employee must have completed nine (9) months continuous employment with the Corporation as of the intended date of the leave;
- b) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave, indicating length of time requested;
- c) in the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave;
- d) if requested by the employee, additional unpaid leave may be granted;

e) if an employee wishes to return to work after maternity leave, she shall provide the Employer with at least four (4) weeks notice. On return from maternity leave, the employee shall be placed in her former classification and shift schedule at the same salary level.

17.07 An employee who has completed at least nine (9) consecutive months of employment with the Corporation shall be entitled, upon written application, to a leave of absence without pay of up to three (3) months upon the adoption of a child.

**ARTICLE 18
HOURS OF WORK AND REST DAYS**

18.01 The normal hours of work shall be as follows: eight (8) hours per day and eighty (80) hours in a bi-weekly pay period. The above mentioned hours shall be inclusive of the one-half (½) hour meal period.

18.02 This is not to be read or construed, as a guarantee of hours of work per day or for a bi-weekly period or of days of work per bi-weekly period.

18.03 Each shift shall include two (2) fifteen (15) minute rest periods.

18.04 Working schedules are to be posted at least two (2) weeks in advance and, except in cases of emergency, shall not be changed without the consent of the employee.

18.05 Employees will have no less than fourteen (14) hours off between changes in shifts, except in the case of overtime work or as otherwise mutually agreed.

18.06 Employees called to work for a shift they were not scheduled to work with less than one (1) hour's notice and who arrive at work within one-half (½) hour or up to one (1) hour of the normal start time where the employee has demonstrated that they arrived to work as quickly as reasonably possible, they shall be paid for the entire shift.

ARTICLE 19
OVERTIME

19.01 Time and one-half (1½) of an employee's regular straight time rate shall be paid for the first three (3) hours worked in excess of the daily or biweekly hours set out in Article 18.01 above, and two (2) times the employee's regular straight time rate shall be paid for all overtime worked beyond three (3) hours.

19.02 Overtime must, in all cases, be approved by the department head or his designate.

19.03 There shall be no pyramiding of premium pay, overtime and paid holiday pay.

19.04 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

19.05 In the event that a full-time or part-time employee is called to work on days for which he is not scheduled to work, the Corporation agrees to guarantee a minimum of four (4) work hours. Should these extra hours cause an excess to the normal hours of work described in Article 18.01 of this Agreement, overtime will be paid in accordance with Article 19.01.

19.06 Where an employee is called back to work after his regular day has been worked, he shall receive a minimum of two (2) hours pay at overtime rates for reporting, or the actual time worked at overtime rates, whichever is the greater.

19.07 An employee required by the Lodge to attend classes of instruction outside his regular hours shall receive equivalent paid time off for all hours spent in attendance at such courses.

This Article is not applicable to the training program described in Schedule "A".

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

ARTICLE 20
SICK PAY AND SICK LEAVE

20.01 During the first six (6) months of service, employees will not be entitled to payment for periods during which they were unable to work because of incapacitation due to accident or illness. This applies only to employees hired on or after June 1st, 1977.

20.02

- a) An employee's sick leave entitlement at any time will be calculated at the rate of one and one-half (1½) days for each complete month worked, less any days of sick leave which will have been paid since employment.
- b) For regular employees with six (6) months' seniority, or more than six (6) months seniority, sick leave entitlement will be paid at the rate of one and one-half (1½) days for each complete month worked, less all days of sick leave paid since commencement of service.
- c) Each employee with three (3) years' seniority, or more than three (3) years' seniority, as of the 31st of May cutoff date, shall be entitled to receive one (1) day's paid leave of absence for each year of seniority to a maximum of five (5) days provided that the employee has not utilized more than three (3) periods of sick leave in the preceding year. Days of paid leave are to be taken on days mutually agreed to between the employee and the Employer, and where possible, may be added to vacation time or granted in conjunction with regular days off.

Bonus days earned in 1985 will be applied in 1986 as follows:

Each employee with three (3) years' seniority or more than three (3) years' seniority, as of the 31st of May cutoff date, shall be entitled to receive one (1) day's paid leave of absence for each year of seniority to a maximum of five (5) days, provided that:

- 1) the employee has not utilized more than three (3) periods of sick leave in the preceding year and
- 2) the total number of days utilized in these three (3) periods are not in excess of nine (9) days in the preceding year.

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

20.03 The maximum number of days of sick leave which an employee may have accumulated at any time will never exceed seventy-eight (78) days.

20.04 An employee will not at any time earn sick leave with respect to periods which his accumulated entitlement totalled seventy-eight (78) days.

20.05 Sick leave shall not accumulate to an employee's credit for the time he is on a leave of absence in any calendar year if these periods exceed thirty (30) days.

20.06 A declaration of illness shall be completed by the employee on returning from absence before sick leave is paid.

20.07 Where the Employer believes that an employee's absence has not been due to accident or illness, a certificate from a duly qualified medical practitioner will be requested by the Employer to verify the reason for the absence, and, where an employee fails to furnish such a certificate on request, he shall not be entitled to receive pay for the period of absence and may be subject to disciplinary action.

20.08 If an employee's sick leave credits expire while he is off sick, he must, at the expiration of his sick leave, inform the supervisor of his department of his inability to return to work and state his expected date of return. He must inform the supervisor of his department before the newly agreed date if he is subsequently unable to come on duty as expected.

20.09 An employee who has been away from work because of sickness or accident may, at the discretion of the Employer, be required to produce a certificate from a duly qualified medical practitioner attesting to his physical ability to perform his normal duties before being permitted to resume work.

20.10 Part-time employees shall accumulate sick leave on a pro rata basis to that of full-time employees.

20.11 Employees who are unable to report for work as scheduled shall notify the Employer accordingly as follows:

- a) **Day Shift** -- at least one (1) hour prior to the scheduled starting time;
- b) **Evening Shift** -- at least two (2) hours prior to the scheduled starting time;
- c) **Night Shift** -- at least five (5) hours prior to the scheduled starting time.

Employees who fail to so notify the Employer without a reason satisfactory to the Employer will forfeit any sick leave benefits to which they may be entitled for the duration of the absence and may be subject to disciplinary action.

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

ARTICLE 21
DESIGNATED STATUTORY AND PAID HOLIDAYS

21.01 The following days shall be recognized as paid designated holidays:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
First Monday in August	

plus any other statutory holidays as legally declared by the Federal, Provincial or Municipal Government authorities.

If Heritage Day is not proclaimed by the Federal Government, then the holiday designated as Heritage Day would be granted on the third Monday in February.

21.02 A regular employee shall receive a day's pay for those holidays not worked provided:

- a) he has earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) days immediately preceding the holiday; or
- b) he has reported for work after having been scheduled for work on the day of the holiday; or
- c) he has not absented himself from work without the Employer's consent either on the last scheduled shift immediately preceding or following the holiday;
- d) part-time employees shall be paid four point four percent (4.4%) of their basic pay in lieu of time off for recognized holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each regular pay cheque.

If an employee is not entitled to pay for a holiday which falls on his scheduled shift but does work the holiday, he shall be paid wages equivalent to at least one and one-half (1½) times his regular rate for the regular time worked on such designated holidays. Any work performed

beyond the normal working hours on a statutory holiday shall be paid at the rate of double time (2×).

21.03 Employees required to work on any of the above designated holidays shall receive their regular day's pay, plus time and one-half (1½) for all regular time worked on such designated holiday. Any work performed beyond the normal working hours on a statutory holiday shall be paid at the rate of double time (2×).

21.04 In arranging payment for the above compensation, the Employer may, by mutual agreement, pay on any one of the following basis:

- a) the regular day's pay plus time and one-half (1½) in money;
- b) time and one-half (1½) in money plus one (1) day off within thirty (30) days of the said holiday;
- c) one (1) day's pay plus one and one-half (1½) days off within thirty (30) days of the said holiday.

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

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

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

ARTICLE 22 VACATIONS

22.01 The agreed anniversary date for vacation is the 31st day of May in each year.

22.02 Vacations with pay shall be granted to regular employees on the following basis:

- a) regular employees having less than one (1) year of service on May 3 1st in any year shall be entitled, upon the completion of their probationary period, to a credit of five sixths (5/6) of one (1) day's vacation for each month of service to a maximum of ten (10) working days vacation with pay;
- b) regular employees with one (1) year or more of service at May 3 1st of any year shall receive two (2) weeks vacation with pay;
- c) all regular employees with two (2) years of service or more as of May 31st of any year shall receive three (3) weeks vacation with pay;
- d) all regular employees with seven (7) years of service or more as of May 31st of any year shall receive four (4) weeks vacation with pay;
- e) all regular employees with fifteen (15) years of service or more as of May 31st of any year shall receive five (5) weeks vacation with pay;
- f) vacations may normally be taken in the months of June to September, both inclusive, and shall be taken on a seniority basis within each department. Preference of employees for vacation times will be indicated to the Corporation by the employee in order of their seniority.

Effective 1986:

- a) all regular employees with six (6) years of service or more as of May 3 1st of any year shall receive four (4) weeks vacation with pay;
- b) all regular employees with fourteen (14) years of service or more as of May 3 1st of any year shall receive five (5) weeks vacation with pay.

Effective 1987:

- a) all regular employees with thirteen (13) years of service or more as of May 31st of any year shall receive five (5) weeks vacation with pay.

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

22.04 Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee, the Employer and all employees affected. Vacations shall commence immediately following an employee's regularly scheduled days off.

22.05 Part-time employees are entitled to paid vacation on a pro rata basis to that of full-time employees.

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

22.07 Partial vacation and vacation pay will be calculated as follows:

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

22.08 Employees shall not waive vacation and draw double pay.

22.09 Employees electing to take split vacations may withdraw their vacation pay in portions corresponding to their vacation time.

ARTICLE 23 UNIFORM ALLOWANCE

23.01 A uniform allowance of Twelve Dollars (\$12.00) per month to full-time employees and Six Dollars (\$6.00) per month to part-time employees will be paid on the first pay period of the following month, provided the employee has been scheduled to work and has worked during the two (2) preceding bi-weekly pay periods.

Effective April 1, 1986

Full-time employees will receive Thirteen Dollars (\$13.00). Part-time employees will receive Six Dollars and fifty cents (\$6.50).

Effective April 1, 1987

Full-time employees will receive Fourteen Dollars (\$14.00). Part-time employees will receive Seven Dollars (\$7.00).

**ARTICLE 24
PAYMENT OF WAGES**

24.01

- a) All employees will be paid biweekly on every second Thursday for the payroll period ending the previous Thursday. In the event that a paid holiday falls on a regular payday, the employees will be entitled to be paid on the Wednesday immediately preceding the normal payday.
- b) In the event an employee is not scheduled for work on payday and is scheduled for work on the Wednesday preceding the payday, then that employee may receive his paycheck on the Wednesday if the cheque is available.

24.02 Payment shall be made for time actually worked during the said two (2) week period using the relevant rates for the classification shown in Schedule "A" together with holiday pay, overtime and other benefits to which the employee may be entitled during such period. Any errors in excess of one (1) day's pay made by the Corporation in calculating payments as provided in this Article shall be corrected and paid when such errors are brought to the attention of the Administrator or his nominee and not be delayed past the following payday. Errors of one (1) day's pay or less shall be paid on the following payday. Errors of one (1) day's pay or more shall be reported to the Corporation and adjustment will be made without undue delay.

24.03 Part-time employees covered by this Agreement shall be paid the hourly rate equivalent to the applicable full-time rate of the classification for which they are regularly employed. Part-time employees having gained seniority shall advance one (1) step upon the completion of 2,080 hours of straight time work.

**ARTICLE 25
RETIREMENT BONUS**

25.01 Employees retiring at age fifty-five (55) who have over ten (10) years of continuous service shall receive a retirement bonus of fifteen (15) days pay based on their pay rate at time of retirement.

**ARTICLE 26
SPECIAL COMMITTEE**

26.01 The parties hereto agree that a joint committee will be set up, composed of the employee representative as defined in Article 1.02 and an equal number of representatives chosen by the Employer to deal with such matters of mutual concern as may arise from time to time in the operation of the Lodge. This Committee shall meet as and when required upon the request of either party at a time convenient to both parties, without any deductions from salary for time spent by the employee representatives at such meetings.

26.02 The Union Representative, as defined in Article 1.06, may attend meetings of this Committee and act as a member thereof.

**ARTICLE 27
U.I.C. REBATES**

27.01 Management will make application for Unemployment Insurance rebates and the portion of the rebate that is due to the employees shall be paid to the Union and the Union shall place said monies into a trust fund for its members.

ARTICLE 28
CASUAL EMPLOYEES

28.01 The words “casual employee” shall mean a person who works on an irregular or non-scheduled basis, and is called by the Corporation to replace an absent employee or is employed for vacation relief or such other reason as the Corporation may require for a specific project of a temporary nature.

28.02 The following articles and only the following articles of this Agreement are applicable to a casual employee:

- a) **Union Security and Check-Off of Union Dues**
Articles 4.01, 4.02, 4.03 and 4.04.
- b) **Grievance Procedure**
Applicable to casual employees only in reference to Article 28.
- c) **Arbitration**
Applicable to casual employees only in reference to Article 28.
- d) **Hours of Work and Rest Days**
Articles 18.01, 18.02 and 18.03.
- e) **Overtime**
Articles 19.01, 19.02 and 19.03.
- f) **Designated Statutory and Paid Holidays**
Articles 21.01, 21.02 and 21.06.
- g) **Payment of Wages**
Article 24.01.

28.03 Casual employees shall not receive vacation time but shall be paid a vacation with pay allowance in accordance with the Vacations With Pay Act of Manitoba.

28.04 Casual employees shall be paid at the initial rate for their relevant classification shown in Schedule “A” during their employment with the Corporation.

ARTICLE 29
TECHNOLOGICAL CHANGE

29.01 Technological changes means (i) the introduction

by the Corporation into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and (ii) a change in the manner in which the Corporation carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

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

Sections 72, 73 and 74 of the Labour Relations Act of Manitoba do not apply during the term of the Agreement to the Corporation and the bargaining agent.

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

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

ARTICLE 30
HEALTH & SAFETY

30.01 It is agreed that Workplace Health & Safety is a joint responsibility between the Employer and the employee.

The Employer agrees to provide safety equipment where required and to install safety devices where necessary.

The employee agrees to take reasonable care to protect his health and safety and the health and safety



of others who may be affected by his acts or omissions at work. The employee shall, where required, use all devices and wear all articles of clothing and/or personal protective equipment designated and supplied for his protection.

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

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

**ARTICLE 31
CONTRACTING OUT**

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

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

**ARTICLE 32
DURATION**

~~32.01 This Agreement shall take effect on the 1st day of April, 1985 and remain in force until the 31st day of March, 1988. Either party to this Agreement desiring to terminate this Agreement or renegotiate a new contract shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of this Agreement and present its proposals in writing within thirty (30) days following such notice. If notice is not given as above, the Agreement shall be automatically renewed without change for a further period of one (1) year.~~

IN WITNESS WHEREOF the Employer has here-
unto affixed its corporate seal duly attested by the hands
of its proper officers in that behalf, and the Union has
caused this Agreement to be executed in its name attested
by the hands of its proper officers in that behalf.

Beacon Hill Lodges of Canada Ltd.	Manitoba Government Employees' Association (Institutional Employees' Union Component)
W. Jones	Susan Plotzki
Phyllis Crozier	Faye Desjarlais

SIGNED, SEALED AND DELIVERED in the
presence of Lorinda Robinson.

DATED this 20th day of December, 1985.

DEPARTMENTS FOR PURPOSES OF SENIORITY

KITCHEN., .includes Cooks
and Kitchen Helpers

HOUSEKEEPING , includes Domestic
and Laundry Aides

INFORMATION DESK

ALL NURSING ASSISTANTS

DENTAL PLAN

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

The Plan shall be voluntary for part-time employees and the Employer shall pay fifty percent (50%) of the full-time employee premium for part-time employees who are enrolled in the plan. The Employer shall be entitled to deduct fifty percent (50%) of the full-time employee premium from the paycheque of part-time employees enrolled in the Plan.

If an employee is otherwise covered by another dental plan, the Employer shall not be obligated to contribute. It is understood that the Plan will be administered by the Union and that the Employer's responsibility will be fulfilled by paying the premiums as aforesaid either to the Union or to Manitoba Blue Cross as requested by the Union.

NOTES

NOTES

FOR FURTHER INFORMATION ABOUT THE MEANING OF SECTIONS OF THIS AGREEMENT, GET IN TOUCH WITH:

Your Shop Steward -- or

Your Union Representative -- or

I.E.U. Component Office -- Winnipeg - 237-4813

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