

Collective Agreement

Between

**NISICHAWAYASIIHK CREE NATION
FAMILY AND COMMUNITY
WELLNESS CENTRE INC.**

(hereinafter referred to as the "Employer")

IN THE FIRST PART

And

**THE MANITOBA GOVERNMENT AND
GENERAL EMPLOYEES' UNION**

(hereinafter referred to as the "Union")

IN THE SECOND PART

**RESPECTING DIRECT SERVICE WORKERS AND
CHILD DEVELOPMENT WORKERS (THOMPSON)**

December 30, 2006 – March 25, 2011

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*All Changes Appear in **Bold**.

Article 1 Duration

- 1:01** This Agreement shall be effective **December 30, 2006** and shall continue in full force and effect up to and including **March 25, 2011**. It shall remain in full force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party.
- 1:02** Where either party wishes to negotiate a renewal of this Agreement, the party giving notice agrees to deliver to the other their written proposals at least thirty (30) days prior to the termination of the Agreement. The parties shall, within twenty (20) days following receipt of the written proposals, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

Article 2 Management Rights

- 2:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 2:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 3 Union Recognition

- 3:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement.
- 3:02** It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Articles 25 and 26 thereof.

Article 4 Union Security

- 4:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 4:02** The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a **monthly** basis per each applicable bi-weekly pay period.
- 4:03** The Employer shall provide the Union on a **monthly** basis per each applicable bi-weekly pay period, the name of the employees from whose wages, dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.

- 4:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 4:05** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union, the following:
- (a) the name of each employee;
 - (b) the job title or classification of each employee;
 - (c) the current rate of pay of each employee.

Article 5 Union Business

- 5:01** Leave of absence without loss of pay to attend to Union business or collective bargaining may be granted to employees under the following conditions:
- (a) requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate Supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources or designate;
 - (b) requests for leave shall be made with reasonable advance notice but not less than ten (10) working days and shall be granted only where operational requirements permit and the needs of the client are met. Where special or unusual circumstances prevent compliance with the ten (10)

working days notice, the request shall be considered and shall not be unreasonably denied.

- 5:02** Where a leave of absence has been granted under this Article the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absences plus benefit costs according to the employee's previously scheduled hours with the time recorded as service for all benefits.
- 5:03** For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more than **one (1)** employee present at each bargaining session on a leave without loss of pay basis.
- 5:04** Prior to the commencement of negotiations, the Union shall supply the Employer with the **name of the** employee representative for the purpose of collective bargaining. Dependent upon operational requirements requested leave for such employee shall not be unreasonably denied.
- 5:05** Subject to the mutual agreement of the parties, the total number of employees referred to in Section :03 may be changed provided any additional employees are on a leave without loss of pay and subject to wage recovery as provided for in Section :02.
- 5:06** Scheduled shifts will not be altered, rearranged or not provided, so as to release the employee from receiving wages when in negotiations. The pay received shall be the actual pay the employee would have earned had the employee worked.

- 5:07** The Union agrees to provide the Employer with a current list of stewards and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 5:08** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings and social events. The Employer or designate shall have the right to refuse to post or remove the posting of any information.

Article 6 Rights of Stewards

- 6:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 6:02** The Steward and employees shall not conduct Union business during their working time or on work premises.
- 6:03** Notwithstanding Section: 02, where it is necessary for a Steward to attend a grievance hearing during work hours, the Steward shall first obtain permission from the Employer. Such permission shall not be unreasonably denied.

Article 7 No Discrimination

- 7:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation, membership in the Union or activities in the Union.

Article 8 Probationary Period

- 8:01** All new employees shall be on probation for five hundred and twenty (520) regular hours worked from the date of the commencement of employment.
- 8:02** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. **The Chief Executive Officer** or designate shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a representative present. The decision at Step 2 shall be final for such grievance.
- 8:03** Subject to Section :02, the rejection on probation of an employee is not arbitrable.

Article 9 Allocation of Work

- 9:01** An employee who wants to work additional hours beyond their present assignment shall notify their Supervisor in writing specifying their availability and their name shall be placed on the Additional Hours List maintained by the Supervisor.
- 9:02** Additional hours assignments will be offered to employees based on availability and in order of seniority. Additional shifts will first be offered to Part-time employees who have not been scheduled for forty (40) hours followed by casual workers. If neither are available or if the available Part-time and casual employees have been scheduled for forty (40) hours then Full-time employees may be utilized.

9:03 The Employer or Supervisor may require employees under his or her authority to work beyond their normal hours.

Article 10 Hours of Work

10:01 The authority for scheduling hours of work shall rest with the Employer. The Employer shall only pay for hours worked. A regular work assignment is up to 8 hours. Where the assignment is eight (8) hours the assignment is considered eight (8) consecutive hours inclusive of a meal period.

10:02 Notwithstanding Section :01, where an employee is unable to complete their assignment due to client circumstances beyond the control of the employee, then the employee shall be paid as follows:

- a) where the assignment is less than three (3) hours, the employee shall be paid for the assignment at the employee's regular hourly rate;
- b) where the assignment is for three (3) or more hours, the employee shall be paid their regular hourly rate for the hours worked or for a minimum of three (3) hours, whichever is greater.

10:03 Where the nature of the work, exigencies of the service or operational requirements are such that the hours of work in Section :01 need to be varied the Employer may set different hours subject to **consultation with the employee.**

- 10:04** A meal period shall be thirty (30) minutes as scheduled by the Supervisor and subject to operational requirements. The employee shall be expected to respond to work related duties during the meal period when necessary.
- 10:05** Two (2) rest periods of fifteen (15) minutes duration shall be scheduled by the Employer during each eight hour shift.
- 10:06** Except in emergencies, circumstances beyond the control of the Employer or due to operational requirements, **full-time** employees will receive **a minimum of eight (8) days of rest for every month** of posted scheduled work.
- 10:07** The Employer shall endeavor to post shift schedules at least two (2) weeks in advance of the commencement of the first scheduled shift in the month. The posting of shifts does not prohibit the Employer from changing the shift schedule **subject to consultation with the affected employees.**
- 10:08** Employee requests for changes in shift schedules or requests for specific days off shall be submitted in writing to the Supervisor or designate at least two (2) weeks prior to the posting of the shift schedule and any request for an exchange of shifts between employees must contain the signatures of all affected employees. Where permission is granted by the Employer for a change in shift schedule it shall not result in any increased cost to the employer (i.e. overtime).

Article 11 Availability for Work

- 11:01** There is no obligation for the Employer to offer work to a **part-time or casual** employee or **for a part-time or casual** employee to accept work that is offered.

11:02 An employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

Article 12 Overtime

12:01 A regular work assignment is up to 8 hours.

12:02 An employee required to work in excess of eight (8) regular hours per day covering one (1) or more assignments shall be compensated at one and one-half times ($1\frac{1}{2} \times$) their regular rate of pay for those hours worked in excess of eight (8) hours.

12:03 Notwithstanding Sections :01 and :02, where an employee undertakes a single assigned shift of greater than eight (8) hours and up to twenty four (24) hours the employee shall be compensated at one and one-half times ($1\frac{1}{2} \times$) their regular rate of pay only for those hours worked in excess of the assigned shift or in excess of eighty (80) regular hours in a bi-weekly pay period.

12:04 Overtime worked in accordance with this Article shall be banked or paid out at the discretion of the Employer.

Article 13 General Holidays

13:01 The following days are general holidays:

New Year's Day Canada Day

Louis Riel Day Labour Day

Easter Monday Thanksgiving Day

Good Friday

Christmas Day

Victoria Day

And any other general holidays proclaimed by Federal or Provincial Statute.

- 13:02** An employee is eligible to be paid for a general holiday if the employee earns wages in respect of employment with the Employer for at least 15 of the 30 days before the holiday.
- 13:03** Where the wages of an employee whose hours vary from day to day, the Employer shall pay the employee an amount that is not less than the average daily wage of the employee, not including any overtime wages, in the 30 days before the general holiday.
- 13:04** An employee is not entitled to be paid wages for a general holiday on which the employee does not work if :
- (a) the holiday falls on a day that is normally a work day for the employee and the employee is required or scheduled to work, unless the employee does not work because the employee is ill or has been dismissed or laid off by the Employer;
 - (b) the employee is absent from work on the employee's last regular work day before or the employee's first regular work day after the holiday without the consent of the Employer, unless the employee is absent due to illness.

Article 14 Vacation

- 14:01** The vacation year is **April 1st** to **March 31st** of the following year.

- 14:02** An employee is entitled to an annual vacation leave without pay of:
- a) two weeks after each of the first four calendar years of employment; and
 - b) three weeks after five consecutive calendar years of employment and each calendar year of employment after that year.
- 14:03** An employee who has completed four (4) calendar years or less of employment shall earn on a biweekly basis four percent (4.0%) of the wages that the employee earned in the applicable bi-weekly pay period.
- 14:04** An employee who has completed five (5) calendar years or more of service shall earn on a biweekly basis six percent (6.0%) of the wages that the employee earned in the applicable bi-weekly pay period.
- 14:05** For purposes of Sections :03 and :04, "wages" does not include overtime wages, any wages paid to the employee under the Employment Standard Code as termination pay and any vacation allowance.
- 14:06** The annual vacation referred to in Section :02 does not include a general holiday that falls on a day during the employee's vacation and that the employee is entitled.
- 14:07** Where operational requirements permit, employees shall be eligible to request in writing and take vacation upon approval of the Employer. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay for vacation purposes.

Article 15 Maternity Leave

- 15:01** A pregnant employee must have completed at least seven (7) consecutive months of employment to be eligible for maternity leave.
- 15:02** The employee must give the Employer not less than four (4) weeks written notice of the date she will start her maternity leave.
- 15:03** The employee must provide the Employer with a medical certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- 15:04** An employee who qualifies is entitled to the following maternity leave without pay consisting of:
- a) a period not exceeding seventeen (17) weeks if the date of delivery is on or before the date estimated in a medical certificate;
 - b) a period of seventeen (17) weeks plus an additional period equal to the time between the date of delivery specified in the certificate mentioned in Section :03 and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.
- The Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 15:05** Sections 52 through 57.1 inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

15:06 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for vacation entitlement on a pro-rated basis. For calculation purposes the period of maternity leave shall not exceed seventeen (17) weeks.

Article 16 Parental Leave

16:01 In order to qualify for parental leave, an employee must:

- a) be the natural mother of a child; or
- b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- c) adopt a child under the law of a province.

16:02 An employee who qualifies under Section :01 must:

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

16:03 An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

16:04 Subject to Section :05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

- 16:05** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

Article 17 Compassionate Leave

- 17:01** An employee shall be entitled to compassionate leave of three (3) consecutive scheduled shifts with pay in the event of the death of a member of the employee's immediate family.
- 17:02** An employee shall be entitled to additional compassionate leave up to a maximum of one (1) scheduled shift without loss of salary, requested for the purpose of attending a funeral at a distance.
- 17:03** For the purpose of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 17:04** An employee shall be entitled to one (1) scheduled shift leave with pay to attend the funeral of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild or grandparent.
- 17:05** The calculation of compassionate leave shall be based on the pro-rating formula contained in the attached Memorandum of Agreement.

Article 18 Employee Files

- 18:01** Upon the written request to the Employer, the personnel file shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present.
- 18:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

Article 19 Wages and Classifications

- 19:01** Effective December 30, 2006 – a 2.5% general wage increase will be applied to all steps in the pay range for DSW 1, 2, 3, 4 and CDW classifications.

Effective December 29, 2007 – a 2.5% general wage increase will be applied to all steps in the pay range for DSW 1, 2, 3, 4 and CDW classifications.

Effective December 20, 2008 – a 2.5% general wage increase will be applied to all steps in the pay range for DSW 3, 4 and CDW classifications.

Effective December 19, 2009 – a 2.9% general wage increase will be applied to all steps in the pay range for DSW 3, 4 and CDW classifications.

Effective the 1st day of the bi-weekly pay period following the date of signing DSW1 classifications will be deleted.

Special Pay Adjustments

Effective December 20, 2008 – 0.5% to be applied to all steps in the DSW 3, 4, and CDW pay ranges

Effective the 1st day of the bi-weekly pay period following the date of signing – 0.5% to be applied to all steps in the DSW 3, 4, and CDW pay ranges

19:02 Effective **December 30, 2006 to December 28, 2007** the pay plan shall increase to the following rates:

Director Service Worker 1	7.34	7.48	7.62
Direct Service Worker 2	8.43	8.64	8.86
Direct Service Worker 3	10.09	10.57	11.06
Direct Service Worker 4	12.70	13.21	13.72
Child Development Worker	13.21	13.72	14.13

19:03 Effective **December 29, 2007 to December 19, 2008** the pay plan shall increase to the following rates:

Direct Service Worker 1	7.52	7.67	7.81
Direct Service Worker 2	8.64	8.86	9.08
Direct Service Worker 3	10.34	10.83	11.34
Direct Service Worker 4	13.02	13.54	14.06
Child Development Worker	13.54	14.06	14.48

19:04 Effective **December 20, 2008 to December 18, 2009** the pay plan shall increase to the following rates:

Direct Service Worker 1	7.52	7.67	7.81
Direct Service Worker 2	8.64	8.86	9.08
Direct Service Worker 3	10.65	11.16	11.68
Direct Service Worker 4	13.42	13.95	14.48
Child Development Worker	13.95	14.48	14.91

19:05 Effective **December 19, 2009 to May 21, 2010** the pay plan shall increase to the following rates:

Direct Service Worker 1	7.52	7.67	7.81
Direct Service Worker 2	8.64	8.86	9.08
Direct Service Worker 3	10.96	11.48	12.02
Direct Service Worker 4	13.81	14.35	14.90
Child Development Worker	14.35	14.90	15.34

19:06 Effective the first day of the bi-weekly pay period following the date of signing, **May 22, 2010**, the pay plan shall increase to the following rates:

Direct Service Worker 2	8.64	8.86	9.08
Direct Service Worker 3	11.01	11.54	12.08
Direct Service Worker 4	13.88	14.42	14.97
Child Development Worker	14.42	14.97	15.42

19:07 **It is understood that any changes in the Manitoba Employment Standards Legislation with respect to increases in Minimum Wage will be applied to this wage scale.**

Article 20 Merit Increase

20:01 A merit increase may be granted in recognition of satisfactory performance on the employee's anniversary date.

20:02 An employee will have an anniversary date for each classification that they work.

- 20:03** The anniversary date for each classification will be established as the first of the month which follows the date on which the employee is slotted or appointed into the pay grid for that classification.
- 20:04** Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase in that classification twelve (12) months from the employee's anniversary date for that classification provided the employee has accumulated **nine hundred and sixty (960)** regular hours of work in that classification during that twelve (12) month period.
- 20:05** Accumulation of hours worked towards a merit increase will commence from the anniversary date.
- 20:06** When an employee receives a merit increase in a classification, the accumulation of the next **nine hundred and sixty (960)** regular hours towards a merit increase begins at zero (0) from the anniversary date or the first of the month following the date on which the employee received the merit increase.
- 20:07** An employee who works **nine hundred and sixty (960)** regular hours in each of one or more classifications in twelve (12) months will be eligible for a merit increase in each classification that the employee accumulated **nine hundred and sixty (960)** regular hours.
- 20:08** The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date.

- 20:09** If an employee has not accumulated **nine hundred and sixty (960)** regular hours during the twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase on the first day of the bi-weekly period in which the employee **accumulates nine hundred and sixty (960)** hours. The employee's anniversary date would then change to the first of the month which follows the date of the merit increase.
- 20:10** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) the employee shall be provided in writing with the reasons the merit increase was denied;
 - (b) the merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such merit increase shall be the first of day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to;
 - (c) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection :08(b).

Article 21 Remoteness Allowance

- 21:01** Remoteness allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article.

21:02 Eligibility claim: a notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of this Article for the payment of dependant's or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependants claimed arises.

21:03 Single or dependant's allowance: subject to Section :05, the single allowance will be paid to employees that have established a residence and maintain a home in a location designated as a remote location and who are eligible for the payment of a remoteness allowance. Claims for dependant's allowance will be subject to Sections :04 and :05 and to the following criteria and conditions:

The employee shall be supporting one (1) or more dependants where a dependant includes:

- (a) marital partner living with and dependant on the employee for main and continuing support;
- (b) an unmarried child under eighteen (18) years of age;
- (c) an unmarried child over eighteen (18) years but under twenty-one (21) years if in full time attendance at school or university or similar educational institution;
- (d) an unmarried child of any age if physically incapable or mentally disabled, provided such a child is dependant on the employee for support.

- 21:04** There is a presumption of marriage evidenced by co habitation. If a marriage contract is not in existence, a common law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for dependant's rate.
- 21:05** Where both marital partners are employees of Nisichewayasihk Cree Nations Family and Community Wellness Centre, Inc., but subject to Section :06 that follows, the dependant rate shall be paid to one (1) partner only and the other partner will not receive either the dependant or single rate of remoteness allowance.
- 21:06** Where both marital partners are employees of Nisichewayasihk Cree Nations Family and Community Wellness Centre, Inc., the dependant rate will be paid to the regular employee, if the other partner is casual or the first employee to be hired on a regular basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependant's rate may be divided and equal amounts (to the nearest cent) paid to each employee.
- 21:07** Locations and Residence

The remoteness allowance applicable to the location at which the employee has established the employee's residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to the employee's headquarters the location for remoteness allowance shall be determined by the Supervisor. Where there is no community in relation to which the employee has a residence, for which an

allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

21:08 Hourly Rated Allowance

Remoteness allowances are to be determined separately from hourly wage rates. Remoteness allowances will be pro-rated based on the number of hours an employee works in a bi-weekly period with eighty (80) hours representing one hundred per cent (100 %) of a bi-weekly period.

21:09 Limitations

The remoteness allowances for the various communities, for single or dependant's as indicated, represent a maximum bi weekly allowance relative to paid employment. They are payable during paid holidays taken during continued employment. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

21:10 Rates

The bi weekly remoteness allowances relative to **Thompson** at single and dependant rates are listed below:

The bi-weekly remoteness allowance will increase in accordance with the rates in the Government Master Agreement.

21:11 Bi-Weekly Remoteness Allowance:

LOCATION	DEPENDENT	SINGLE
Thompson	\$160.44	\$112.72

Article 22 Travel Policy

- 22:01** Where eligible and authorized as part of a work assignment and where the employee uses a privately owned vehicle, the Employer shall reimburse the employee for distance travelled:
- a) greater than fifteen (15) kilometres from the employee's residence to the first work assignment of the day;
 - b) greater than fifteen (15) kilometres from the last work assignment of the day to the employee's residence;
 - c) the shortest route between consecutive and contiguous work assignments in a day.
- 22:02** For employees who work in a region other than the region in which they reside, the paid distance to the first work assignment shall begin fifteen (15) kilometers inside the assignment region and end at the assignment location. The paid distance from the last work assignment will begin fifteen (15) kilometers from the assignment location and end at the assignment region boundary.
- 22:03** Subject to Section :01 the distance rate will be reimbursed in accordance with the rates in the Government Employees Master Agreement.

Article 23 Resignations

- 23:01** Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will be available for work.
- 23:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.

- 23:03** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 23:04** Where an employee is absent without leave for five (5) consecutive scheduled shifts, the employee shall be considered to have abandoned the employee's position and shall be deemed to have resigned without notice on the last day of which the employee was present at work and performed the employee's regular duties.

Article 24 Disciplinary Action

- 24:01** Each employee shall observe standards of behaviour consistent with the employee's function as an employee of the Department and in compliance with the terms of this Agreement.
- 24:02** An employee shall only be disciplined for "just cause."
- 24:03** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a Union representative present.
- 24:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action.
- 24:05** An employee may grieve disciplinary action in accordance with the grievance procedures.
- 24:06** No notice or pay in lieu thereof is required where an employee is dismissed.

Article 25 Grievance Procedures

- 25:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 25:02** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion.
- 25:03** A “grievance” is defined as a complaint in writing concerning:
- a) the application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Agreement between the parties;
 - b) the dismissal, suspension, demotion, or written reprimand of an employee.

The above categories of grievances can be processed up to and including Step 3 of the grievance procedure.

- 25:04** Notwithstanding Section :03, any employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.
- 25:05** An employee has the right to representation by an Union representative at any step of the grievance procedure.
- 25:06** Step 1
- a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or

circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the **Director of Operations** or designate;

- b) **The Director of Operations** or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the or designate is authorized to deal with it, the **Director of Operations** or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days;
- c) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the **Director of Operations** or designate shall forward the grievance to the appropriate authority and so inform the employee and the Union.

Step 2

- a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the **Chief Executive Officer** or designate within fifteen (15) working days of the receipt of the decision at Step 1;
- b) **The Chief Executive Officer** or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance;
- c) **The Chief Executive Officer** or designate may hold a hearing to discuss the grievance with the employee and the employee's Union representative before giving a decision on the grievance.

Step 3

- a) A decision of the **Chief Executive Officer** or designate may be submitted to arbitration depending upon the nature of the grievance and providing the category of the grievance is such as is defined in Section :03. The decision of the arbitration board shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration.

25:07 This Article is limited to grievances related to events that occurred on or after the date of signing of this Agreement.

Article 26 Grievance Arbitration Procedures

26:01 When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing within twenty (20) working days of the decision handed down at Step 2 that they desire to go to arbitration. Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to above shall so state:

- a) where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
- b) where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days of receiving the notice, the party initiating the arbitration proceedings shall notify the other party in writing of their appointee to the Arbitration

Board. The other party shall, within ten (10) working days of the receipt of the notice, provide written notice of their appointee. The members of the arbitration board shall, within ten (10) working days of the appointment of the second of them, appoint a third member who shall be the Chairperson;

- c) where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

26:02 Any of the time limits referred to above may be extended by mutual agreement of the parties.

26:03 The Arbitrator shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or any signed Memorandum of Agreement between the parties.

Article 27 Sick Leave

27:01 Sick Leave Defined - Sick Leave means the period of time when an employee is permitted to be absent from work by virtue of being sick or disabled by an accident for which compensation is not payable under the Workers' Compensation Act. An employee shall receive pay for straight time lost on the day of a compensable accident.

27:02 a) Each full time employee will be credited with 6 days sick leave with pay on April 1st of each year. The employee is eligible to use these credits, if required, but the employee's credit will not carry over into subsequent years, nor will any unused days be paid out.

- b) For full time employees commencing employment on or before April 1st of any year, one-half (½) day sick leave credit will be given at the end of each month of employment until the subsequent April 1st. This credit, too, will neither be carried over into the subsequent year, nor paid out.

27:03 Proof of Illness: An employee may be required by the Employer to produce a certificate satisfactory to the Employer from a duly qualified medical practitioner or dentist, for any illness of three (3) working days or less, certifying that such employee is unable to carry out the employee's duties due to illness, and shall produce a certificate from a duly qualified medical practitioner or dentist for any illness in excess of three (3) working days.

Article 28 Medical Fitness

28:01 An employee may be required by the Employer to have a medical examination, either physical or psychiatric, from a duly qualified medical practitioner acceptable to or appointed by the Employer.

28:02 The Employer shall pay the cost of the medical examination if Manitoba Health does not cover the cost.

Article 29 Safety and Health

29:01 The Employer and the Union recognize that safety, accident prevention and preservation of health are of primary importance in all of Nisichawayasihk Cree Nation Family and Community Wellness Centre Inc. operations and that these activities require the combined efforts of the Employer, employees and the Union.

- a) The Employer shall ensure so far as is reasonably practicable the safety, health and welfare at work of all the employees; and
- b) Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employees' safety and health and safety and health of any other persons who may be affected by the employees' acts or omissions at work.

- 29:02** The Employer will provide its employees with safe working conditions, equipment and materials and will ensure that all reasonable precautions are taken.
- 29:03** The Union will make every effort to obtain the co-operation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 29:04** The parties recognize the importance of establishing a Workplace Safety and Health Committee to enhance the ability of employees and the Employer to resolve health and safety concerns.
- 29:05** The Workplace Safety and Health Committee shall be made up of not less than a total of four persons of whom at least one-half (1/2) shall be employees and normally they shall meet not less than once in each calendar quarter.
- 29:06** The objectives of the Workplace Safety and Health Committee includes:
- a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;

- b) developing protocol procedures and conditions to help achieve health and safety in the workplace;
- c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

29:07 Where an employee has reason to believe, and does believe, that a condition exists that places the employee's health and safety at risk, the employee shall report that condition to the employee's Supervisor.

29:08 An employee may refuse to perform work at a workplace where he has reasonable grounds to believe and does believe that the particular work is dangerous to the employee's safety or health, or the safety and health of another employee or any other person.

29:09 Where the employee refuses to work because the employee believes that the condition is a risk:

- a) the safety of the client shall not be jeopardized;
- b) the employee must be available to perform other work assignments.

29:10 In accordance with the stated objectives found in Section :06, the Employer shall allow each member of the Workplace Safety and Health Committee to take educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, provided by the Union or others as approved by the Workplace Safety and Health Committee.

Article 30 Sexual Harassment

- 30:01** The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
- 30:02** Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the **Director of Operations**. Where that is not possible, the complaint may be forwarded to the **Supervisor or designate**. The complaint shall be marked "Personal and Confidential."
- 30:03** **The Director of Operations** or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 30:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 30:05** The **Director of Operations** or designate, after investigating the complaint, shall have the authority to:
- a) dismiss the complaint; or
 - b) determine the appropriate discipline; and/or
 - c) take any action which in the **Director of Operations** or designate's opinion may be necessary.
- 30:06** Where the **Director of Operations** or designate determines that a complaint has been made for frivolous, or vindictive reasons, the **Director of Operations** or designate shall have the authority to:
- a) take disciplinary action against the complainant; and/or

- b) take any action against the complainant which in the **Director of Operations** or designate's opinion, may be necessary.

Article 31 Civil Liability

- 31:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by such employee in the performance of their duties, then:
- a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against the employee shall advise the Employer of any such notification or legal process;
 - b) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceeding and all legal fees; and/or
 - c) the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
 - d) upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and

the employee agrees to co-operate fully with appointed counsel.

Article 32 Labour/Management Committee

- 32:01** A joint consultation Labour/Management Committee will be established. The Labour/Management Committee shall consist of an equal number of representatives but no more than **two (2)** representatives of the Employer and **two (2)** representatives of the Union. The Labour/Management Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the Labour/Management Committee.
- 32:02** The Labour/Management Committee may make recommendations to the Union and the Employer with respect to its discussion and conclusions, but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Labour/Management Committee does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.
- 32:03** Employees will not be paid to attend Labour/Management Committee meetings.

Article 33 Court Leave

- 33:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding shall be granted a leave of absence without pay for the required period.

Article 34 Seniority

- 34:01** Seniority shall include all hours for which an employee has received regular pay from the date of hire and approved leave of absences with pay. Seniority does not include overtime hours.
- 34:02** Notwithstanding :01, an employee will continue to accrue seniority during periods of unpaid vacation leave where the employee receives vacation pay at an alternate time for that vacation leave.
- 34:03** An employee will lose all seniority when the employee:
- (a) resigns;
 - (b) retires;
 - (c) is dismissed and not reinstated;
 - (d) dies;
 - (e) is permanently laid off.
- 34:04** A seniority list will be prepared by the Employer based on service up to and including December 31st of the previous year. The list will be posted at work locations and a copy shall be given to the Union.
- 34:05** When reviewing the qualifications of part-time employees for a full-time position, selection shall be on the basis of **qualifications**, ability, prior work performance and seniority. Where **qualifications**, ability and work performance are equal, seniority shall be the determining factor.

Article 35 Shift Premium

- 35:01** A shift premium of ten cents (\$.10) per hour shall be paid to all employees for all regular hours worked on the midnight shift (i.e. 11:00 p.m. to 7:00 a.m.)

Article 36 Lay-off

- 36:01** Employees shall be eligible for notice or pay in lieu of notice in lay-off or termination circumstances in accordance with the Employment Standards Code.
- 36:02** Layoffs shall be on the basis of seniority within a classification beginning with the most junior employee in that classification.
- 36:03** To be eligible for recall, employees must file their name and phone number with the Employer at the time of layoff. Employees must also notify the Employer of any change of address or phone number during the period of layoff.
- 36:04** Employees laid off shall be placed on a re-call list, with a copy provided to the Union, and shall be called back to work as required
- 36:05** No new employees shall be hired until those employees who are on the recall list have been given an opportunity for recall. Employees who are placed on the recall list shall be called back in reverse order of lay-off to the position they formerly held prior to layoff or to some other position with a lower classification for which they possess the qualifications, ability and prior work performance sufficient to perform the required duties of the position.

- 36:06** Employees shall be recalled by phone and recall notice shall be confirmed by registered mail to the employee. The employee must be prepared to begin work as of the date required by the Employer or such other date as maybe agreed upon between the employee and the Employer (e.g. situations where a laid off employee is required to give another employer notice of termination.)
- 36:07** If the employee does not accept the recall or if the employee does not report to work as per the date of recall the employee will deemed to have resigned.
- 36:08** A laid off employee's right to be recalled shall be forfeited if the employee did not communicate with the Employer as specified in Sections :03 and :06.

Article 37 Compassionate Care Leave

- 37:01** Employees shall be entitled to Compassionate Care Leave in accordance with the Employment Standards Code to provide care or support to a seriously ill family member

Signed this 20th day of May, 2010.

Laura Chauke

For the Manitoba Government and
General Employees' Union

Shy Sukh

For Nisichawayasihk Cree Nation
Family and Community Wellness
Centre Inc.

[Signature]

For the Manitoba Government and
General Employees' Union

Corina Shaganash

For Nisichawayasihk Cree Nation
Family and Community Wellness
Centre Inc.

Memorandum of Agreement

between

Nisichawayasihk Cree Nation

Family and Community Wellness Centre Inc.

and

Manitoba Government and General Employees' Union

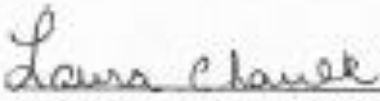


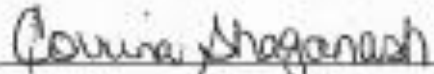
Re: Pro-Rating Factor

Where the term “pro-rating factor” is used in this Collective Agreement, it shall be calculated as follows:

Regular hours paid in the preceding two (2) full bi-weekly pay periods

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Signed this 20th day of May, 2010.

 _____ For the Manitoba Government and General Employees' Union	 _____ For Nisichawayasihk Cree Nation Family and Community Wellness Centre Inc.
 _____ For the Manitoba Government and General Employees' Union	 _____ For Nisichawayasihk Cree Nation Family and Community Wellness Centre Inc.

Appendix I – Exclusions

The bargaining unit shall comprise all employees who are employed in the classifications within Article 19 and shall exclude the positions of:

Supervisor

Letter of Intent*between***Nisichawayasihk Cree Nation****Family and Community Wellness Centre Inc.***and***Manitoba Government and General Employees' Union****Re: Vacation Accrual**

The Employer will endeavor to establish and implement a vacation accrual system where the vacation pay is banked as it is earned and is paid out at a later date upon request and one (1) month notice given by the employee. This will allow the employee to be paid vacation pay during their vacation period.

In no circumstances will vacation leave or banked vacation pay be allowed to be carried over to the next fiscal year by the employee. If there is pay out required at the end of the fiscal year, then it will occur within the following month.

If there is a change in the General Accounting Procedures, due to the method in which funding is provided to the Employer, that will make the accrual process not possible for the Employer, the Employer agrees to engage in consultation with the Union prior to making any changes.

Signed this 20th day of May, 2010.

Laura Chauke

For the Manitoba Government and
General Employees' Union

Shirley White

For Nisichawayasihk Cree Nation
Family and Community Wellness
Centre Inc.

[Signature]

For the Manitoba Government and
General Employees' Union

Corrina Stoganesch

For Nisichawayasihk Cree Nation
Family and Community Wellness
Centre Inc.