

# **Collective Agreement**

*between*

**Rod McGillivray Memorial Care Home**

*and*

**Manitoba Government and General Employees' Union**

**Local 447**

**April 1, 2022 to March 31, 2025**

## Table of Contents

Article 1	Purpose of Agreement.....	1
Article 2	Duration of Agreement .....	1
Article 3	Application of Agreement .....	2
Article 4	Definitions .....	2
Article 5	Discrimination and Sexual Harassment.....	3
Article 6	Union Business .....	5
Article 7	Bulletin Boards.....	6
Article 8	Union Security.....	7
Article 9	Contracting Out .....	7
Article 10	Job Classifications and Wages.....	8
Article 11	Rights of Stewards.....	8
Article 12	Management Rights.....	9
Article 13	Seniority.....	9
Article 14	Probation .....	10
Article 15	Employment Practices .....	11
Article 16	Promotion, Vacancies and Transfers.....	12
Article 17	Hours of Work.....	13
Article 18	Overtime .....	15
Article 19	Pay Practices/Merit Increase .....	17
Article 20	Education .....	18
Article 21	Resignation.....	19
Article 22	Layoff and Recall.....	19
Article 23	Employee Performance Review and Employee Files .....	21
Article 24	Discipline, Suspension and Dismissals .....	21
Article 25	Grievance Procedure .....	22
Article 26	Arbitration Procedure.....	24
Article 27	Shift Premium.....	26

Article 28 **Pensions and Benefits** ..... 26

Article 29 **General Holidays**..... 26

Article 30 **Vacation**..... 28

Article 31 **Sick Leave**..... 30

Article 32 **Bereavement Leave** ..... 31

Article 33 **Leave for Other Reasons** ..... 32

Article 34 **Pay Plan/Wage Rates & Classifications** ..... 40

Article 35 **Employee Assistance Program** ..... 40

Article 36 **Technological Change** ..... 41

Article 37 **Workplace Safety & Health**..... 42

Article 38 **Casual Employees** ..... 45

Article 39 **Incentive Pay** ..... 46

Article 40 **Term Employment**..... 46

**Memorandum Of Understanding**..... 49

    Re: Escort Fees

**Letter Of Understanding**..... 51

    Re: Savings Plan

**Memorandum Of Understanding**..... 52

    Re: Labour Management Committee

**General Wage Increase/Salary Scale** ..... 54

**“Schedule A”** ..... 54

\*All changes appear in **bold**.

## Alphabetical Table of Contents

Article 3	Application of Agreement .....	2
Article 26	Arbitration Procedure.....	24
Article 32	Bereavement Leave .....	31
Article 7	Bulletin Boards.....	6
Article 38	Casual Employees .....	45
Article 9	Contracting Out .....	7
Article 4	Definitions .....	2
Article 24	Discipline, Suspension and Dismissals.....	21
Article 5	Discrimination and Sexual Harassment.....	3
Article 2	Duration of Agreement .....	1
Article 20	Education .....	18
Article 35	Employee Assistance Program .....	40
Article 23	Employee Performance Review and Employee Files .....	21
Article 15	Employment Practices .....	11
Article 29	General Holidays.....	26
Article 25	Grievance Procedure .....	22
Article 17	Hours of Work.....	13
Article 39	Incentive Pay .....	46
Article 10	Job Classifications and Wages .....	8
Article 22	Layoff and Recall.....	19
Article 33	Leave for Other Reasons.....	32
Article 12	Management Rights.....	9
Article 18	Overtime .....	15
Article 34	Pay Plan/Wage Rates & Classifications .....	40
Article 19	Pay Practices/Merit Increase .....	17
Article 28	Pensions and Benefits .....	26
Article 14	Probation .....	10
Article 16	Promotion, Vacancies and Transfers.....	12

Article 1	Purpose of Agreement.....	1
Article 21	Resignation.....	19
Article 11	Rights of Stewards.....	8
Article 13	Seniority .....	9
Article 27	Shift Premium.....	26
Article 31	Sick Leave.....	30
Article 36	Technological Change .....	41
Article 40	Term Employment.....	46
Article 6	Union Business .....	5
Article 8	Union Security.....	7
Article 30	Vacation.....	28
Article 37	Workplace Safety & Health.....	42
Memorandum Of Understanding.....		49
	<b>Re: Article 17:08 (e) Hours of Work Consecutive Working Days</b>	
Memorandum Of Understanding.....		51
	<b>Re: Escort Fees</b>	
Letter Of Understanding.....		53
	<b>Re: Savings Plan</b>	
Memorandum Of Understanding.....		52
	<b>Re: Labour Management Committee</b>	
General Wage Increase/Salary Scale .....		57

\*All changes appear in **bold**.

## **Article 1 Purpose of Agreement**

**1:01** It is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Rod McGillivray Memorial Care Home; and to maintain harmonious relationships between the Care Home and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions. The Care Home and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment of the non-nursing staff with the exception of employees that are out of scope as herein set forth. The Care Home and the Union mutually covenant and agree as follows.

## **Article 2 Duration of Agreement**

**2:01** This Agreement shall be in full force and effect from April 1, 2022 to March 31, 2025.

**2:02** Should either party desire to propose changes to this Agreement, they shall be given notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination of this Agreement. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement. The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout whichever occurs first.

**2:03** This Agreement may be amended during its term by mutual written agreement between the Union and the Care Home.

**2:04** It is agreed that neither the Union nor the Care Home shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

### **Article 3 Application of Agreement**

**3:01** The Care Home recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board in Manitoba Labour Board Certificate MLB – 7305.

### **Article 4 Definitions**

**4:01** “Classification” means the grouping of positions into classes where positions constituting the class require similar general abilities and skills and have similar responsibilities to allow the use of a common occupational title. Classification is one (1) of the occupational classifications described in the Salary Schedule, attached hereto and forming part of this Agreement.

**4:02** “Promotion” means the change from one (1) classification to another having a higher maximum salary.

**4:03** An “Employee” is a person employed by the Care Home and covered by this Agreement listed in one (1) of the occupational classifications described in the Salary Schedule. Employee status will be defined as follows:

- (a) A “Full-time” employee is one who regularly works the hours specified in Article 17 (Hours of Work).
- (b) A “Part-time” employee is one who regularly works less than full-time hours, as specified per Article 17 (Hours of Work) on a regular and reoccurring basis.
- (c) A “Casual” employee is one called in occasionally by the Care Home to replace an absent employee or supplement regular employee coverage. Refer to Article 38 (Casual Employees).

**4:04** “Gender” - Whenever the singular and the masculine are used in this Agreement, the same shall be construed as meaning plural or the feminine where the context so admits or requires and the converse shall hold as applicable.

- 4:05** “Transfer” shall mean a change by an employee from one (1) position in a classification to another position within the same classification in the Salary Schedule.
- 4:06** “Representative” means an elected steward or officer employed by the Care Home or a Staff Representative of the Manitoba Government and General Employees’ Union.

### **Article 5     Discrimination and Sexual Harassment**

- 5:01** The Care Home and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 5:02** It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the Care Home or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family status, mental/physical disability, gender identity, source of income, social disadvantage nor by reason of her/his membership or non-membership or activity in the Union.
- 5:03** It is recognized that the Care Home can apply hiring preferences in favour of Opaskwayak Cree Nation (“OCN”) members and/or other Indigenous people.
- 5:04** The Care Home and the Union agree that no form of workplace harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving harassment shall be treated in strict confidence by both the Care Home and the Union.
- 5:05** The definition of harassment shall consist of the definition contained in The Human Rights Code, The Workplace Safety and Health Act and its regulations, and shall further include the definition of harassment set out in the Care Home’s Harassment Policy. Reasonable conduct of **the Care Home**



or a supervisor in respect of the management and direction of workers of the workplace is not harassment.

**5:06** The parties agree that harassment will not be tolerated in the workplace or in connection with the workplace, **and recognize the importance of respectful workplace training.**

**5:07** Where an employee is of the opinion that the employee has been or is being harassed by another employee, the employee may forward a written complaint directly to the Home Care Manager. The complaint shall be marked “Personal and Confidential” and provide as much detail as is practical, e.g. date, time, place, name of alleged harasser, description of the alleged harassment and any witnesses.

The Care Home will not disclose the name of a complainant or an alleged harasser of the circumstances related to the complaint to any person except where disclosure is:

- (a) Necessary to investigate the complaint or take corrective action with respect to the complaint, or
- (b) Required by law.

**5:08** The Care Home Manager will endeavour to resolve the matter in an expeditious and confidential manner.

**5:09** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint. The **Care Home** shall notify the employee that they have the option to have a Union representative present at this meeting.

**5:10** The Care Home Manager, 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 Care Home Manager's opinion may be necessary.

**5:11** Where the Care Home Manager determines that a complaint has been made for frivolous or vindictive reasons, the Care Home Manager shall have the authority to:

- (a) Take disciplinary action against the complainant; and/or
- (b) Take any action against the complainant which in the Care Home Manager's opinion may be necessary.

An employee has the right to file a complaint with the Manitoba Human Rights Commission and the employer's harassment prevention policy is not intended to discourage or prevent a complainant from exercising any other legal rights pursuant to any other law.

## **Article 6 Union Business**

**6:01** Upon written request, with reasonable notice to the Care Home, and where operational requirements permit, time off, including necessary traveling time, will be granted on a wage recovery basis for the following purposes:

- (a) Officers of the local for purpose of attending at local meetings in The Pas.
- (b) Members who are elected as delegates to the Convention(s) of the Manitoba Federation of Labour, and such other conventions to which the Union is affiliated.
- (c) Officers and stewards for the purpose of attendance at training sessions.
- (d) A member who is elected as a delegate to the biannual Convention of the Union for attendance at such Convention.
- (e) To attend the negotiations of this Collective Agreement.

- 6:02** Upon written request to the Care Home, and where operational requirements permit, time off without loss of pay for three (3) employees as designated by the Union shall be granted by the Care Home for the purposes of meeting with the Care Home to conduct local Collective Agreement negotiations.
- 6:03** Employees who have been designated to attend negotiations when not scheduled may request an alternate day off in lieu of the day(s) where they attended negotiations. These days shall be requested by the employee and approved by their immediate supervisor or designate based on operational need. These requests shall be utilized within thirty (30) calendar days. They shall not be unreasonably requested nor be unreasonably denied.
- 6:04** Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee, nor in any non-public restricted area of the Care Home's premises, without prior authorization by persons designated by the Care Home. Representatives of the Union who are not employees of the Care Home shall first request access of the Care Home to conduct union business.
- 6:05** The Union agrees to reimburse the Care Home the wages paid to employees while on wage recovery upon receipt of a statement from the Care Home as to the correct amount and for who wage recovery is claimed by the Care Home. The Union is responsible for any travel expenses related to Union Business.

## **Article 7     Bulletin Boards**

- 7:01** The Care Home agrees to allow the Union to utilize a bulletin board in the workplace, for the purpose of posting materials pertaining to the business and information of its' members. The Care Home reserves the right to request the removal of posted material if considered damaging to the Care Home and the Union agrees to comply with this request.

## **Article 8     Union Security**

- 8:01**     The Care Home agrees to deduct an amount equal to the dues as set by the Union from each employee covered by this Agreement and to forward such dues monthly together with a list of the names of the employees and the amount of dues so deducted opposite of each employee's name to the Union's Central Office.
- 8:02**     The Union agrees to notify the Care Home in writing of any change in dues at least three (3) pay periods in advance of the pay period in which the deduction is to be made.
- 8:03**     The Union agrees to indemnify and save the Care Home harmless against any claim or liability arising out of the application of Article 8:01 and 8:02, except for any amount claimed or liability arising out of an error committed by the Care Home.
- 8:04**     Notwithstanding any other provisions in this Agreement, the Care Home 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 within the bargaining unit.
  - (b)     The classification of each employee within the bargaining unit.
  - (c)     The current annual, biweekly and hourly wage of each employee within the bargaining unit.
  - (d)     The cost to the employer of all the benefits to which the employees in each classification are entitled under the terms and conditions of employment.

## **Article 9     Contracting Out**

- 9:01**     The Care Home will give all reasonable consideration to provide continued employment to employees who would otherwise become redundant because work is to be contracted out, and further the Care Home shall give the Union

notice in writing forty-five (45) days in advance of any plan to contract out work being performed by the employees, except in an emergency beyond **the** control of the Care Home. The Care Home and the Union shall explore reasonable alternatives to have the work completed by members of the Union before contracting out.

### **Article 10 Job Classifications and Wages**

- 10:01** In the event that the Care Home established or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 10:02** If the Union does not respond in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of the Salary Schedule.
- 10:03** If the Union disagrees and files written notification, as per Article 10:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

### **Article 11 Rights of Stewards**

- 11:01** Union local officers and stewards, with the Care Home Manager's permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement. The Care Home Manager must give prior authorization. Such authorization shall not be unreasonably withheld. To the extent possible and practical, all such Union activities shall be conducted during off duty hours. However, Union business may be conducted during working hours if prior approval is granted by the Care Home Manager.

## **Article 12 Management Rights**

- 12:01** The Union recognizes the sole right of the Care Home, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of resident care; the right to direct the work of its employees; the right to hire, classify, assign to classifications and promote; the right to determine job content and the number of employees in the classifications; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.
- 12:02** The Care Home, in administering the Collective Agreement, shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

## **Article 13 Seniority**

- 13:01** Seniority shall be defined as the total accumulated regular hours of work, exclusive of overtime, calculated from the date the employee last entered the service of the Care Home in a position covered by this Agreement.
- 13:02** Seniority shall continue to accrue while an employee is on paid vacation, on paid leave due to illness or injury, or Workers Compensation, or on approved statutory leave of absence (eg. Maternity, Paternity) or leave for Union Business up to one (1) year.
- 13:03** Seniority will terminate if an employee:
- (a) Resigns;
  - (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
  - (c) Is laid off and fails to report for duty as instructed as per Article 22 (Layoff);

- (d) Is laid off for more than twelve (12) months;
- (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Care Home;
- (f) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

**13:04** Where an employee is promoted to a position outside of the bargaining unit and is returned to the bargaining unit within ninety (90) working days from the date of promotion, the employee will re-enter the bargaining unit with the seniority accrued to the date of promotion.

**13:05** The Care Home agrees to maintain a seniority list showing the total accumulated hours of seniority of each employee. An up-to-date seniority list shall be posted on the bulletin board in January of each year, and the Union shall be mailed a copy at the same time.

**13:06** Seniority will be used as the deciding factor where skill, ability and work performance are equal and applicable subject to the Care Home's hiring practices stated in Article 5:03 (Discrimination and Sexual Harassment).

**13:07** When reviewing the qualifications of part-time employees for a full-time position, selection shall be on the basis of skill, ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the deciding factor, subject to the Care Home's hiring practices stated in Article 5:03 (Discrimination and Sexual Harassment).

#### **Article 14 Probation**

**14:01** The period from the date of last employment to the completion of three (3) calendar months of employment for full-time employees and to the completion of six (6) calendar months for part-time employees will be recognized as the probationary period.

**14:02** During such period the employee shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This Article shall not preclude the Care Home from extending the probationary period of a full-time or part-time employee up to an additional three (3) calendar months providing that the Care Home gives written notification to the employee and the Union specifying the reason(s) for the extension.

### **Article 15 Employment Practices**

**15:01** Where an employee has been called in for a meeting(s) with regard to his/her performance or with regard to a disciplinary matter involving him/her. The Employer shall notify the employee that they have the option to have a Union representative present at this meeting and at any time during the meeting(s) the employee feels that he/she requires a representative to be present, he/she shall be allowed to have a representative of the Union.

**15:02** No person shall change or amend the sign in sheet or work schedule with the exception of the Department Manager or Care Home Manager. An employee will be notified of any changes to their work schedule or time card.

**15:03** Prior to the end of April in each fiscal year, the Care Home will provide a statement to an employee of her sick leave, vacation and/or banked overtime as of March 31. The Care Home may provide this information, upon request from the employee at any other time.

**15:04** The Local President or designate of the local Union shall be granted fifteen (15) minutes during the week of orientation in order to acquaint new employees falling under the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees.

**15:05** Each and every employee must work the scheduled shift from the start to the end time. There may be a need to meet for briefing reasons subject to Article 17:09.



- 15:06** The Care Home Manager, individual department heads or their designate must approve interchanging of scheduled shifts and overtime prior to an employee working overtime. Unauthorized overtime will not be paid.

### **Article 16 Promotion, Vacancies and Transfers**

- 16:01** When a vacancy occurs or a new position is created within the bargaining unit, the Care Home agrees to post notice of the new position or vacancy for a period of seven (7) calendar days in order that members of the bargaining unit shall be aware of the new position or vacancy.
- 16:02** When an employee fails to give proper resignation notice, according to Article 21 (Resignation), the position may be filled immediately on a temporary basis.
- 16:03** Notice of job vacancies or newly created positions shall contain the nature of the position, the minimum qualifications and salary range. The Care Home agrees that the position shall be given to employees within the bargaining unit where the applicant's qualifications including; skill, ability and work performance meet the job requirements, subject to the Care Home's hiring preferences stated in Article 5:03 (Discrimination and Sexual Harassment).
- 16:04** When more than one (1) employee possesses the required qualifications, skill, ability and work performance the most senior applicant shall be awarded the position, subject to the Care Home's hiring practices.
- It is recognized that the Care Home can apply hiring preferences in favour of Opaskwayak Cree Nation members and/or Indigenous people as set out in Article 5:03 (Discrimination and Sexual Harassment).
- 16:05** The first three (3) calendar months for full time employees and the first six (6) calendar months for part-time employees following an employee's promotion or transfer from one (1) position to another, will be considered to be a trial period, and the Union shall be notified by the Care Home. During the trial period the employee may return or be returned by the employer to her former position at the Care Home.

- 16:06** Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board.
- 16:07** The Union shall receive a copy of all job postings from the Care Home for full-time or part-time employees and the names of successful applicants.
- 16:08** For new employees the employment shall be subject to the condition that the employee shall provide to the Employer a current and satisfactory to the Employer, Child Abuse Registry Check and Criminal Records search which includes a Vulnerable Sector Search Certificate (the “Checks”) prior to starting employment. If the Checks reveal a record the Employee shall obtain a Criminal Record Transcript. The Onus is on the employee to advise the employer immediately if there is any change or conviction under the Criminal Code.

For current Employees the Care Home shall be entitled once every two years to require the employee to provide current Checks; at the employer’s expense. The onus is on the Employee to advise the employer immediately if there is any change or conviction under the Criminal Code.

### **Article 17 Hours of Work**

- 17:01** The daily hours of work for employees shall be eight (8) consecutive hours inclusive of rest periods and meal periods. Part-time shifts may be less than 8 hours.
- 17:02** A meal period shall be one (1) paid one-half (1/2) hour scheduled by the Care Home.
- 17:03** A rest period of fifteen (15) minutes duration shall be scheduled by the Care Home during each continuous three (3) hour period of work.
- 17:04** A shift shall be eight (8) consecutive hours of work inclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This Article shall not, however, prevent trial and implementation of changes in shift length if

mutually agreed between the majority of employees in a department whose schedule is affected, the Union representing those employees whose schedule is affected, and the Care Home. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

- 17:05** Shift schedules will be posted two (2) weeks in advance of the commencement of the first scheduled shift. Shift schedules shall cover a period of not less than four (4) weeks in length and the Care Home agrees to avoid changes in the schedules as much as possible.
- 17:06** Requests for inter-changes in shifts or requests for a specific day off will be submitted in writing 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 Care Home for a change in shift schedule it shall not result in any increased cost to the Care Home. Inter-changes will be posted on the schedule as soon as they are approved.
- 17:07** It is understood that any change in shifts or days off initiated by Employees must be approved by the immediate supervisor and shall not result in overtime costs to the Care Home.
- 17:08** Shift patterns shall be planned by the Care Home in meaningful consultation with the Health Care Aide(s) concerned but the overriding consideration must be meeting the care and need of residents and shall, unless otherwise mutually agreed between the Health Care Aide(s) concerned and the Care Home, observe the conditions listed hereinafter:
- (a) A minimum of two (2) regular shifts off between assigned shifts.
  - (b) A minimum of two (2) consecutive days off at one (1) time except on a changeover from day shift to evening shift, when a single day off may be given.

- (c) A minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) Alternate weekends off shall be granted as often as reasonably possible.
- (e) A maximum of eight (8) consecutive days of work and preferably less between days off. See Memorandum of Understanding.
- (f) It is understood and agreed that the provisions of this Article may not be strictly applied to employees who work the twelve (12) hour shift. It is further understood and agreed that the intent of the twelve (12) hour shift is to provide a greater number of consecutive days off to the employee without additional cost being incurred by the Care Home.

**17:09** Each and every employee must work the scheduled shift from the start of the shift to the end of shift and up to thirty (30) minutes for report to make sure the next shift is briefed.

### **Article 18 Overtime**

**18:01** Overtime shall be authorized time worked in excess of the normal daily shift of work of an employee's classification. All overtime shall be authorized by the Care Home.

**18:02** Authorization must be obtained prior to the start of any overtime worked. An employee shall be eligible for overtime where authorized by the Care Home on the following basis:

- (a) Daily overtime is only payable when the employee has worked beyond eight (8) hours.
- (b) Daily overtime, for part time employees, is only payable when the employee has worked beyond eight (8) hours in a day or has worked additional hours past the weekly or biweekly amounts (*40 and 80*).

**18:03** Overtime shall be compensated at one and one-half times ( $1\frac{1}{2}x$ ) the employee's regular hourly rate of pay.

- 18:04** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof. Any overtime will be submitted on the employees' time sheets at the end of each bi-weekly period during which the overtime is worked. The employee may request that time to be banked or paid out.
- (a) Where an employee has chosen to receive time off in lieu, the maximum amount of hours banked shall be twenty-four (24) hours, any overtime hours earned after this shall be paid out in the pay-period earned. Mutual agreement between the employee and the Care Home must be reached for the employee to use banked overtime day(s) off in a reasonable timeframe.
  - (b) Where mutual agreement to utilize banked overtime has not been reached prior to March 31, the Care home will schedule the banked time off when operational requirements permit; or if the banked time remains unscheduled as of March 1 in any year the care home will pay out the overtime during the last pay period prior to March 31. The employee may also request that the banked time be paid out to the employee any time with one pay period's notice. Payment of overtime will be based on the rate at which they were being paid when the overtime was worked
  - (c) The Care Home reserves the right to withdraw its agreement as to the date(s) to be taken should emergency situations so dictate.
  - (d) Any changes initiated by the Care Home under Article 18:04(c) which would result in financial loss to the employee due to confirmed travel or vacation arrangements shall be avoided.
- 18:05** Overtime shall be distributed as equitably as possible amongst those qualified employees who normally perform the work.
- 18:06** In the event that **the** Care Home requires relief workers due to staff shortages, such work shall be assigned to the employee who normally performs such work. In order to distribute overtime work equally, such work

shall be assigned by seniority on a rotating basis. The order in which additional shifts will be assigned shall be as follows:

- (a) Part-time employees;
- (b) Casual employees;
- (c) Full-time employees. Assignment of additional shifts shall not result in any additional cost to the Care Home (i.e. overtime).

### **Article 19 Pay Practices/Merit Increase**

- 19:01** Employees shall be paid according to the Salary Schedule “Schedule A”. Employees will be placed in the step above their current rate of pay or as close as possible retroactive to April 1, 2019. Merit increase will commence April 1, 2020
- 19:02** General wage increases shall be applied to all classifications April 1, 2020 and April 1, 2021.
- 19:03** “Merit increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted on the employee’s anniversary date where the pay range for an employee’s classification permits, an employee may be eligible for a merit increase twelve (12) months from the employee’s anniversary date subject to the following.
- (a) Provided the employee has accumulated 1,008 regular hours of work (“hours of work” includes Vacation and Union leave but is exclusive of overtime and any other paid time off\_during that twelve (12) month period). If an employee has not accumulated 1,008 regular hours during that twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase at the employee’s next subsequent anniversary date twelve (12) months hence provided the employee has accumulated 1,008 regular hours during the preceding twenty four (24) month period. In a similar manner an employee who has not accumulated 1,008 regular hours over the preceding twenty four (24)

month period is eligible for a merit increase at the employee's next anniversary date following the accumulation of 1,008 regular hours; and

(b) Satisfactory service shall include, but not limited to a consideration of the employee's job performance, attendance at work, safety and working towards a positive environment for residents of the Care Home

**19:04** 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 and when applicable paid retroactively.

**19:05** The employee shall be notified in writing of the merit increase or denial of merit increase as close to the applicable anniversary date as possible. The parties recognize the Care Home will need to conduct evaluations to determine merit increases and the Care Home will strive to do so in a timely manner as close to the employee's anniversary date as operational conditions permit. When the employee is denied a merit increase the employee may request **in writing (with a copy of that written request given back to the employee)** reasons within five (5) working days and if requested the Care Home shall provide in writing the reasons the merit increase was denied within five (5) working days of the request.

## **Article 20 Education**

**20:01** Requests for education leave or to take courses **offered externally or otherwise not required by the Care Home** (correspondence or class attendance), shall be submitted in writing to the Care Home Manager. Such requests will be considered on an individual basis and financial assistance may be arranged at the discretion of the Care Home. All such requests are always subject to operational requirements of the Care Home.

## **Article 21 Resignation**

- 21:01** Where an employee wishes to resign, he/she shall give written notice, whenever possible of four (4) weeks, but no less than two (2) weeks in advance specifying the last day at work to perform her regular duties.
- 21:02** When an employee terminates employment in accordance with Article 21:01 the employee shall receive from the Care Home on the pay day following the last day referred to in Article 21:01, payment of all or any wages, and any other benefits he/she is entitled to under the terms of this Agreement.
- 21:03** If an employee is absent from work for three (3) consecutive days or more without prior approval from the Care Home Manager, and has not contacted the Care Home, that employee will be considered on leave without pay for their period of absence and will be deemed to have resigned without notice.

## **Article 22 Layoff and Recall**

- 22:01** Except for circumstances beyond the control of the Care Home, twenty-eight (28) calendar days' notice of the date of a layoff in excess of four (4) weeks duration shall be given to employees.
- 22:02** Layoffs shall be on the basis of seniority within a classification beginning with the most junior employee in that classification and ascending as required from there, subject only to more senior employees being qualified, competent and willing to perform the required work.
- 22:03** To be eligible for recall, employees must file their name and phone number with the Care Home at the time of layoff. Employees must also notify the Care Home of any change of address or phone number during the period of layoff.
- 22:04** No new employees shall be hired until those laid off have been given an opportunity for recall to the classification they formerly held prior to layoff or to some other classification for which they possess the qualifications and ability sufficient to perform the required duties, subject to Article 22:03.



- 22:05** Employees shall be recalled by phone and no less than two (2) calls shall be made to the most recent phone number on the employee's **personnel** file. The employee must be prepared to begin work at a time required by the Care Home. An employee being placed on the recall list who is subsequently recalled to work and who fails to report for duty as scheduled without a reason satisfactory to the Care Home shall have his/her employment terminated.
- 22:06** The right of an employee who has been laid off to be rehired under the Agreement may at the discretion of the Care Home be forfeited in the following circumstances:
- (a) If the employee did not communicate with the Care Home as specified in Article 22:03 and 22:05.
  - (b) If the employee did not report to work when instructed to do so and fails to provide an explanation satisfactory to the Care Home.
- 22:07** For the purpose of Article 22:06(b), a satisfactory explanation shall be deemed to include, but shall not be limited to, situations where an employee is required by some other Employer to give two (2) weeks' notice of resignation, provided that this reason is communicated to the Care Home in a timely manner.
- 22:08** Employees laid off shall be placed on a re-employment list for 12 months, with a copy furnished to the Union and shall be called back to work as required beginning with the most senior employee provided she/he has the skill, ability and qualifications to perform the required duties of the position being recalled to and descending from there.
- 22:09** An employee who is laid off or "bumped" may elect to "bump" the most junior employee with less seniority than herself, in another classification, provided she/he has the skill, ability and qualifications and is capable of performing the required duties of that position.

### **Article 23 Employee Performance Review and Employee Files**

- 23:01** Upon written request to her immediate supervisor, an employee shall have the right to examine, along with a Union representative; the personnel file kept by the Care Home for that employee. In order to minimize disruption to the work day this time shall be utilized during down time or during scheduled breaks.
- 23:02** When a formal assessment of an employee's performance is made, the employee concerned may sign the assessment form in question upon its completion. The employee's signature on such document, if it appears, merely signifies that the contents of the document have been read. The employee shall have the right to place her own comments in a space provided on the form prior to her signing. An exact copy of the assessment form shall be handed to the employee, if requested.
- 23:03** An employee shall have the right to submit a written request to the Care Home Manager or their designate for the review of any documents pertaining to disciplinary action and or unsatisfactory reports contained in her personnel file which the employee alleges to be untrue. The Care Home Manager shall take whatever steps he/she deems necessary to investigate the reasons for the request and prior to a decision being rendered shall hold a meeting with the employee and a Union representative to discuss the matter. In order to minimize disruption to the work day this time shall be utilized during down time or during scheduled breaks.
- 23:04** The Care Home Manager shall be the only individual authorized by the Care Home to issue references to prospective **care homes**.

### **Article 24 Discipline, Suspension and Dismissals**

- 24:01** An employee shall only be disciplined for just cause.
- 24:02** A meeting shall be held with an Employee to notify him/her that the Care Home has made a decision to discipline the Employee. The Employee has the option to have a Union representative present at this meeting.

**24:03** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action the circumstances and actions which made the disciplinary action necessary. The employee shall be given the opportunity to sign a copy, only to acknowledge its receipt and shall retain a copy.

### **Article 25 Grievance Procedure**

**25:01** For purposes of this Agreement “Grievance” shall mean a dispute between an Employee or between a group of Employees with a similar grievance; or between the Union and the Care Home regarding the application, interpretation or alleged violation of this Agreement.

**25:02** Unless dismissed or suspended by the Care Home an Employee shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.

**25:03** An Employee may be accompanied by, or represented by, a Union representative at any stage of the grievance procedure.

**25:04** An Employee or Union representative shall request permission from the Care Home Manager to leave her/his duties in order to process grievances; she/he shall report to the Care Home Manager upon her/his return; she/he shall be granted this permission when, in the opinion of the Care Home Manager, it will not prejudice resident care or student education or require any staff replacement in either area. She/he shall not suffer loss of salary when engaged in such activities during regular working hours.

**25:05** **Complaint Stage**

An Employee shall, within fifteen (15) days of the occurrence of the grievance, attempt to resolve the grievance through discussion with the employee’s department head, and if the matter is not settled to her/his satisfaction the Employee may proceed with the grievance herself/himself or elect to be represented by a Union representative.

**25:06 Step 1**

If the dispute is not resolved within the time period specified in Article 25:05, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing (on a MGEU Grievance Form if possible) to the Director of Nursing. The Director of Nursing shall reply in writing within ten (10) days of receipt of the written grievance.

A grievance concerning general application or interpretation of the Agreement, including the question of whether the matter falls within the scope of this Agreement, or which affects a group of Employees, may be submitted as Step 1.

Grievances concerning suspensions or dismissals shall be initiated at Step 2 of the grievance procedure.

**25:07 Step 2**

If the dispute remains unresolved the Union may, within a further ten (10) days, submit the grievance in writing to the Care Home Manager and the Care Home Manager shall ensure a written response within ten (10) days of receipt of the written grievance. The Care Home Manager to whom a grievance is made may:

- (a) Uphold the disciplinary action; or
- (b) Vary the disciplinary action; or
- (c) Determine that no disciplinary action is warranted and remove **documentation** pertaining to the disciplinary action from the employee's file(s).

**25:08** For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.

**25:09** The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Care Home and the aggrieved Employee and/or the Union.

- 25:10** Subject to the provision of Article 25:09, and subject to Section 121(2) of The Labour Relations Act of Manitoba, failure of the Employee/Union to comply with any of the time limits specified in this Article shall result in the grievance being deemed abandoned, without prejudice.
- 25:11** Subject to Article 25:09, failure of the Care Home to comply within the time limits specified in this Article, the Employee or the Union may proceed to the next step in the grievance procedure.
- 25:12** No notice or payment in lieu thereof is required where an employee is dismissed.

### **Article 26 Arbitration Procedure**

- 26:01** In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 25, within ten (10) days of the date upon which the written reply referred to in Article 25 is received from the Care Home Manager, the matter may then be referred to arbitration as hereinafter set forth.
- 26:02** If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined in Article 26:01, then the procedure stated below will be followed.
- 26:03** Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) member of the intended Board of Arbitration. The other party to the dispute shall, within seven (7) days after the receipt of such notice, also appoint a member and the two (2) members thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.
- 26:04** Should either party fail to appoint an Arbitrator as herein provided, or if any Arbitrator thus appointed should fail or be unable to serve and another Arbitrator not be appointed in her/his place by the party who made the

original appointment, then the other party to the dispute may request the Minister of Labour for Manitoba to select a substitute.

- 26:05** Should the two (2) appointed arbitrators fail within ten (10) days to agree upon a Chairperson, the two (2) arbitrators shall forward a request to the Minister of Labour for Manitoba to select a Chairperson.
- 26:06** It is mutually agreed by both parties to this Collective Agreement that the decision of the Arbitrator, or the decision of the Chairperson in the absence of the majority decision of the Arbitration Board shall be final and binding upon the Care Home, the Union and the Employee(s) concerned; however, the Arbitrator or the Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions in this Collective Agreement.
- 26:07** The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- 26:08** In the event of a grievance alleging unjust layoff, suspension or discharge being referred to arbitration, the Arbitrator or Board of Arbitration shall be authorized to rule whether or not the Employee(s) concerned shall be reinstated and, in the event of reinstatement, shall also be authorized to make an award in terms of compensation for regular salary lost or a reasonable alternate award, however, any monetary award shall not exceed the difference between salary lost and any wages that may have been earned from employment during the period of the layoff, suspension or discharge.
- 26:09** Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the Arbitrator or of the Chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.
- 26:10** For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.
- 26:11** Nothing in this Collective Agreement shall preclude the Union and the Care Home from mutually agreeing to settle a dispute by means other than those

described in the grievance and arbitration procedures or to extend any of the stipulated time limits.

- 26:12** Employees whose attendance is required at arbitration hearings related to the Agreement shall provide reasonable notice to the Care Home of their anticipated absence from work, but shall be given permission to be absent from work. The party that requires an employee to attend an arbitration hearing under this agreement shall be responsible to ensure that the employee does not suffer any loss of salary as a result.
- 26:13** The Arbitrator shall be requested to provide both parties with a hard (paper) copy as well as an electronic version of an arbitration award.

#### **Article 27 Shift Premium**

- 27:01** Employees required to work the majority of their hours on any shift between 4:00 p.m. and 7:00 a.m., shall be paid an evening/night shift premium of one dollar (\$1.00) per hour for that shift.
- 27:02** **Employees working on a day shift that starts on Saturday or Sunday, shall be paid a weekend shift premium of one dollar (\$1.00) per hour for that shift.**

#### **Article 28 Pensions and Benefits**

- 28:01** Pension and Benefits are available to Full and Part Time employees and follow the Opaskwayak Cree Nation Benefits Plan.

#### **Article 29 General Holidays**

- 29:01** The following shall be recognized as general holidays:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanks giving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day

Canada Day

Boxing Day

And any other day that falls within Provincial Legislation. When declared by Chief and Council general holidays include: Treaty Day, Indian Days (Friday) and National Indigenous Peoples Day.

**29:02** The Care Home agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each Employee two (2) consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

**29:03** An employee shall receive one and one-half times (1½x) **his**/her regular hourly rate of pay for each hour worked **on a holiday** and in addition he/she shall also receive **his**/her general holiday pay. **An employee may request that up to eight (8) hours be placed in a bank for future use rather than paid out.**

**29:04** Where a holiday falls on an employee's day off, or during the employee's annual vacation, such employee shall receive a day off with pay in lieu thereof or receive an extra days' pay at straight time if mutually agreed upon between the employee and the Care Home.

**29:05** Part-time employees shall receive pay for the above general holidays in accordance with provincial legislation or as otherwise mutually agreed to in writing by the parties during the life of this Agreement.

**29:06** Part time employees will be compensated at one and one-half times (1½x) times for all hours worked on a holiday listed in Article 29:01.



### Article 30 Vacation

- 30:01** The vacation year shall be from April 1 in one (1) year to March 31 of the next year.
- 30:02** Annual vacation shall be earned at the rate of:
- |                           |                               |
|---------------------------|-------------------------------|
| First year of employment: | Fifteen (15) working days     |
| Third year of employment  | Twenty (20) working days      |
| Sixth year of employment  | Twenty-five (25) working days |
| Tenth year of employment  | Thirty (30) working days      |
- 30:03** An Employee who has completed less than one (1) year of employment at March 31 shall have their Annual Leave paid at six (6%) of regular straight time earnings.
- 30:04** For the purpose of determining the paid vacation entitlement, Employees shall be entitled to vacation pay based on regular straight time earnings as follows: 15 days shall receive six (6%) percent; 20 days shall receive eight (8%); 25 days shall receive ten (10%); and 30 days twelve (12%). The term “Employment” as used above will be deemed to exclude any period of time in excess of thirty (30) days which is not paid by the Care Home.
- 30:05** Unless otherwise mutually agreed between the Care Home and the employee, the Care Home will provide for vacation days to be taken on a consecutive basis. The dates used to calculate vacation earned shall be from April 1 to March 31 in the following year. Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the employee and the Care Home.
- 30:06** Any trading of scheduled vacation periods must be agreed upon by Employees switching the shifts and submitted in writing to the Department Manager for the final approval.

- 30:07** Employees shall not be paid for any vacation granted in excess of their actual earned vacation.
- 30:08** **Part-time employees shall earn vacation, on a prorated basis, in accordance with the paid vacation entitlements set out in Article 30:04 of this Agreement.**
- 30:09** The Care Home will provide vacation entitlement lists not later than April 30 each year. As reasonably possible employees shall submit the majority of their vacation by May 15 in order to be approved based on seniority. In the effect an employee has not been able to submit dates or the remainder of their entitlement, an employee must give as much advance notice of vacation requests as possible, and in any event not less than two (2) weeks' notice. Such requests are subject to Department Head approval on a first come first served basis. Requests made with less notice will be subject to Department Head approval.

Wherever possible, and subject to the amount of earned vacation an employee has, vacation must be taken in periods of not less than one (1) week duration. Exceptions may be considered by the Care Home if the employee requests shorter notice for the vacation or periods of vacation less than one (1) week.

The Care Home will make reasonable efforts to accommodate Employees' vacation requests, subject to operational requirements. Where an Employees' vacation requests conflict and were submitted by May 15; the priority will be given to those Employees having the most seniority within each occupational classification. Once vacation requests are approved, and in compliance with the terms of this Agreement, later requests by senior employees for the same time frame may not "bump" a junior employee from his/her approved requested time frame.

Beginning December 1 each year, the Care Home reserves the right to schedule vacation not used to date, after consulting with the applicable

employees, on a seniority basis - to ensure that all employees use their full vacation entitlement by March 31 each year.

- 30:10** Upon termination of employment an employee shall be entitled to pay in lieu of vacation earned but not taken.
- 30:11** In the event an employee is ill during annual leave, the employee may request the days converted to sick leave providing a medical certificate is submitted with the request. The same will apply to a death in the immediate family and compassionate leave.
- 30:12** Staff working Christmas Day and/or New Years Day one year shall receive it off the following year.

### **Article 31 Sick Leave**

- 31:01** **The** Rod McGillivary Memorial Care Home has a Group Insurance Plan through a third party provider. Please refer to this plan for eligibility and details regarding Weekly Income Insurance and Long Term Disability.
- 31:02** Paid sick leave will be granted to full-time employees on the basis of one and one-quarter (1 ¼) days per month. Sick time for part time employees will be based on the number of hours worked in the bi-weekly pay period. Sick leave shall not accumulate more than 60 days.
- 31:03** Where an employee is on sick leave for two (2) consecutive days or more, they shall provide a medical note. Failure to provide a medical note for the leave shall result in no pay until the note is provided. The employer may request a medical fitness for those employees utilizing excessive sick leave.
- 31:04** Sick leave may be used in order to attend to a sick child or family member, including appointments.

Maximum of five (5) days annually can be utilized for paid family sick leave. Additional days will not be unreasonably denied but may require days to be paid from annual leave, overtime, or taken as unpaid days.

- 31:05** Employees on sick leave greater or equal to eleven (11) days shall utilize the Weekly Income Insurance as indicated in Article 31:01.
- 31:06** An employee returning from an extended sick leave under Article 31:01 will be reinstated to their former position.

### **Article 32 Bereavement Leave**

- 32:01** Bereavement leave of up to five (5) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling; and

Bereavement leave of up to three (3) working days without loss of pay shall be granted in the event of death of a father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew.

**Days may be taken at the choice of the employee** from the date of death up to and including the day following **internment**, or four (4) calendar days following the death, whichever is the greater. **If more time is required, that time needs to be requested as either unpaid or other time utilized and should not be unreasonably requested or unreasonably denied. Where such time is requested, the employee will look to provide the Care Home with as much notice as is reasonable.**

In cases where internment is not held immediately and will be done in the future, one (1) day of the Bereavement leave as set out above may be set aside and saved with the Department **Head's** approval to use in those situations.

Casual employees are only entitled to three (3) days of unpaid bereavement leave.

- 32:02** Time off without pay will still be granted subject to the eligibility requirements outlined in Article 32:01 to employees during his or her probation period.

- 32:03** Part-time employees will be entitled to bereavement leave if he/she meets the eligibility requirements in Article 32:01, if the bereavement leave occurs during her scheduled shifts.
- 32:04** In the case of a local funeral, subject to operational requirements, an employee may be granted some time off to pay their respects where he/she attends the funeral as a mourner. The Care Home will determine the amount of time and the employee(s) that may attend. This clause is not to be regarded as cumulative with any of the foregoing. This leave is unpaid and other leave requests may be used.
- 32:05** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) calendar days without pay or compensation, requested for the purpose of attending a funeral outside of the Community. The employee may use bank time or vacation credits to avoid loss of salary during this time. This Article is subject to the provisions of Article 32:01.

### **Article 33 Leave for Other Reasons**

- 33:01** Leave of absence may be granted where necessary upon written application to the Care Home Manager.
- 33:02** **Parenting Leave:**  
Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave. **If approved for Maternity Leave and Parental Leave, an employee can receive an unpaid leave of absence for up to eighty (80) weeks.**

- (a) Maternity/Parental Leave

**Up to** seventeen (17) weeks **of Maternity Leave without pay will be granted** subject to the following conditions:

- (i) An employee must have completed seven (7) months employment as of the intended date of leave unless otherwise agreed to by the Care Home.

- (ii) A written request must be submitted **as soon as reasonably possible but** not later than four (4) weeks before the intended date of leave, indicating length of time requested. **If requested by the employee, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.**
- (iii) **The Care Home is entitled to require an employee to stop work if the state of their health becomes incompatible with the requirements of the job.**

(b) **1. Parental Leave**

**Up to sixty-three (63) weeks of Parental Leave without pay will be granted** subject to the following conditions:

- (i) **In order to qualify for Parental leave an employee must be the natural mother or father of a child and assume actual care and custody of the newborn child, or adopt a child under the law of the province (Adoption Leave) or be a partner in a same sex relationship who assumes care and custody of a child.**
- (ii) **The employee has completed seven (7) months employment as of the date of the intended leave.**
- (iii) **An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Care Home an application in writing for Parental Leave as soon as reasonably possible but not later than four (4) weeks before the intended date of the commencement of the leave.**
- (iv) **In the case of Adoption Leave, the employee must submit a written request for such leave as soon as reasonably possible but not later than four (4) weeks before the intended date of the commencement of the leave, unless circumstances do not allow for such notice to be provided. Where notice cannot be provided, the employee may commence Adoption Leave upon**

one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Care Home is kept informed of the progress of the adoption proceedings.

- (v) If requested by the employee, extension to leaves under this clause will be granted in accordance with Article 33:01.
2. Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.
  3. Subject to (4) below, Parental Leave must commence no later than eighteen (18) months after the date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
  4. Where the employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of Maternity Leave without a return to work unless otherwise approved by the Care Home.
  5. An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Care Home written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wants to end the leave.

### **33:03 Compassionate Care Leave**

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least sixty (60) days of employment as of the intended date of leave.

- (b) An employee who wishes to take a leave under this Article must give the Care Home notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28)** weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) The day the certificate is issued; or
    - (B) If the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) The family member requires the care or support of one (1) or more family members. The employee must give the Care Home a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
  - (i) A spouse or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee or a spouse or common-law partner of the parent;
  - (iv) A brother sister, stepbrother, step-sister, uncle, aunt, nephew, niece, grandchild, or grandparent of the employee or of the employee's spouse or common-law partner;



- (v) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
  - (vi) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than **twenty-eight (28)** weeks by giving the Care Home at least forty-eight (48) hours' notice. The Care Home prefers that an employee provide one (1) week (seven [7] days) notice in order to provide proper termination notice to the replacement worker as required by law. Where an employee has been provided necessary time off under this section, and where the Care Home has made arrangements for alternate staffing for covering the anticipated absence, the Care Home shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 13 (Seniority).
- (h) **In the event that the death of a family member occurs during this period of Compassionate Care Leave, the employee shall be eligible for Bereavement Leave as outlined in Article 32.**

**33:04 Public Office:**

In the event an employee is nominated for public office he/she will be placed on an unpaid leave of absence from the date of the nomination to the date of announcement of the election results by the electoral officer. In the event the employee is elected, he/she shall have been deemed to have resigned effective the date of the announcement, and in the event the employee is not elected, the unpaid leave will terminate effective the date of the announcement.

**33:05 Employment Leave for Victims of Domestic Violence**

1) Definition

The following acts and omissions constitute domestic violence:

- (a) An intentional, reckless or threatened act or omission that causes bodily harm or property damage;
- (b) An intentional, reckless or threatened act or omission that causes a reasonable fear of bodily harm or property damage;
- (c) Conduct that reasonably, in all the circumstances, constitutes psychological or emotional abuse;
- (d) Forced confinement;
- (e) Sexual abuse

Domestic violence occurs when a person is subjected to an act or omission mentioned in above by another person who:

- (a) Is cohabitating or has cohabitated with him or her in a spousal, conjugal or intimate relationship;
- (b) Has or had a family relationship with him or her, in which they have lived together;
- (c) Has or had a family relationship with him or her, in which they have not lived together;
- (d) Has or had a dating relationship with him or her, whether or not they have ever lived together; or
- (e) Is the other biological or adoptive parent of his or her child, regardless of their marital status or whether they have ever lived together.

## 2) Employee entitled to domestic violence leave

An employee who is a victim of domestic violence and has been employed for at least ninety (90) days is entitled to both the following periods of domestic violence leave in each fifty-two ( 52)-week period:

- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
- (b) Leave of up to seventeen (17) weeks to be taken in one continuous period.

### 3) Purposes for which domestic violence leave may be taken

An employee may take a domestic violence leave only for one or more of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (f) Any other purpose that is prescribed in *The Employment Standards Code*.

### 4) Paid leave

Where the employee has earned sick leave the employee can take five (5) days of leave taken under this section in a fifty-two (52)-week period as paid leave, provided that when giving notice the employee notifies the Care Home which days, if any, are to be paid leave.

### 5) Amount of pay

If the employee has earned paid sick leave they must take the paid sick leave for paid days of leave set out above in section 4, however, if the employee does not have earned sick leave or enough earned sick leave then the paid days referred to section 4, not covered by sick leave, shall be paid as follows:

- (a) the wage the employee would have been paid had the employee worked his or her regular hours of work on the day of leave; or
- (b) 5% of the employee's total wages, excluding overtime, for the four-week period immediately preceding the day of leave if
  - (i) The number of hours worked by the employee in a normal workday varies from day to day, or
  - (ii) The employee's wage for regular hours of work varies from day to day.

#### 6) Leave for part day

If an employee takes any part of a day as leave under this section, the employer may count that day as a day of leave for the purpose of this section.

#### 7) Notice to employer and ending leave early

An employee who wishes to take a leave under this section must give the Care Home as much notice as is reasonable and practicable in the circumstances.

Unless the employee and Care Home agree otherwise, an employee may end a leave under section 2(b) earlier than the expiry of seventeen (17) weeks by giving the Care Home written notice at least two (2) weeks before the day he or she wishes to end the leave.

#### 8) Verification for paid and unpaid leave

An employee who takes a paid leave under this section must provide the Care Home with reasonable verification of the necessity of the leave that meets the requirements of the leave, and any requirements specified by *The Employment Standards Code* for the leave.

A Care Home may require an employee who takes an unpaid leave under this section to provide the Care Home with reasonable verification of the necessity of the leave, and any requirements specified by *The Employment Standards Code* for the leave.

### **Article 34 Pay Plan/Wage Rates & Classifications**

- 34:01** The wage grids and classifications for permanent full-time and permanent part-time employees are attached hereto as the Salary Schedule and form part of this Collective Agreement.
- 34:02** Placement of a permanent full-time or permanent part-time employee on the appropriate wage grid at the time of hire is solely within the discretion of the Care Home.
- 34:03** Casual employees will be paid in accordance with the Salary Schedule.

### **Article 35 Employee Assistance Program**

- 35:01** The Care Home recognizes that alcohol and drug abuse and any other personal problem(s) could lead to serious health and behavioural problems affecting many areas of an employee's life. It also recognizes that alcohol and/or drug addiction and any other personal problem(s) are defined as a treatable illness.
- 35:02** In the event a supervisor has concerns of deteriorating work performance on the part of an employee and suspects alcohol and/or drug addiction to be involved, the Care Home Manager may make a mandatory referral of that employee to a physician and/or a professionally trained practitioner. The parties agree that the physician and/or professionally trained practitioner shall inform the employee of their findings and recommendations and the

employee shall then provide those findings and information to the Care Home and the Union

- 35:03** If the employee does not keep the physician's and or practitioner's appointment or enter into prescribed treatment, if such recommended by the physician and/or a professionally trained practitioner disciplinary action may be taken.
- 35:04** **Where** the Care Home and the Union receive confidential medical information/records of employees with or suspected alcohol and/or drug problems such **personal medical information** will be treated by the Care Home and the Union in the same **confidential** manner as other medical information.
- 35:05** The Employee shall sign a medical authorization form to allow for the release of his or her prognosis to the Care Home Manager and the Union.
- 35:06** If an employee requires time off work for treatment, he/she will be eligible to use any sick leave credits as per Article 31 (Sick Leave). If the period of absence required for treatment extends beyond accumulated sick leave, the employee may be granted either a leave of absence without pay and/or accumulated vacation leave.
- 35:07** The Addictions / Employee Wellness Process shall be culturally sensitive, and that the use of spiritual elders can be used where deemed to be appropriate.

### **Article 36 Technological Change**

- 36:01** The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of Care Home services.
- 36:02** For purposes of this Article, technological change means the introduction of equipment or material into Care Home operations which is likely to affect the security of employment of regular employees who are employed on a full-time, year round basis.

- 36:03** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 36:04** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union with ninety (90) days' notice prior to the date the change is to be effective;
  - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
  - (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible;
  - (d) At the request of either party, an onsite technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this article.
- 36:05** The provisions of this article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

### **Article 37 Workplace Safety & Health**

- 37:01** The Care Home and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance in the Care Home's operations and that these activities require the combined efforts of the Care Home, the Union and the employee.
- 37:02** The Care Home will provide its employees with safe working conditions, equipment and materials, and will continue to ensure that reasonable precautions are taken.

- 37:03** The Union will continue to make every effort to obtain cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 37:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of other persons who may be affected by the employee's acts or omissions at work.
- 37:05**
- (a) A joint Workplace Safety and Health Committee shall exist to examine all aspects of safety and health within the site. Union representation on the committee shall not exceed two (2) members who shall be appointed by the Union.
  - (b) The Care Home and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with The Workplace Safety and Health Act of Manitoba and will comply with The Workplace Safety and Health Act of Manitoba.
  - (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the site. The duties of the committee include:
    - (i) The receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
    - (ii) Participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
    - (iii) The development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
    - (iv) Cooperation with the occupational health service;



- (v) Cooperation with a safety and health officer who is exercising his duties under The Workplace Safety and Health Act;
  - (vi) The development and promotion of programs for education and information concerning safety and health in the workplace;
  - (vii) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
  - (viii) Such other duties as may be specified in the Workplace Safety and Health Act or regulations.
- (d) Minutes of the Workplace Safety and Health Committee meeting shall be recorded, provided to committee members and posted on the appropriate bulletin boards.

**37:06** Upon application, each employee on the Workplace Safety and Health Committee or each employee's respective designate shall be granted paid educational leave each year for the number of hours the employee normally works during two (2) working days, without loss of pay or benefits, for the purpose of attending workplace safety and health training seminars, programs for courses of instruction offered by the Workplace Safety and Health Division or approved by the Workplace Safety and Health Committee, the Care Home and the Union.

**37:07** All employees have the right to refuse an unsafe working condition as per the Workplace Safety and Health Act.

**37:08** **Where a State of Emergency is enacted by the Province's Chief Public Health Officer as a result of a community health outbreak or pandemic, all employees shall be provided with appropriate Personal Protective Equipment (PPE) as per public health recommendations. This will be dependent on PPE availability and accessibility.**

### Article 38 Casual Employees

**38:01** A “Casual Employee” is one (1) called in occasionally by the Care Home to replace an absent employee or to supplement regular staff coverage. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:

- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period. This percentage subject to legislation.
- (b) Casual employees are paid in accordance with the salaries specified in the Salary Schedule.
- (c) Casual employees are entitled to the shift premium(s) outlined in Article 27 (Shift Premium and Weekend Premium).
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of one and one-half times (1½x) their basic rate of pay.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 18 (Overtime).
- (f) The Care Home agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 8 (Union Security).
- (g) In the event that no payment is made during the pay period, the Care Home shall have no responsibility to deduct and submit dues for that period.
- (h) Article 24 (Discipline, Suspension and Dismissals) applies only with respect to Articles 38:01 and 38:02.
- (i) Where a casual employee follows a pre-determined schedule on a regular basis for a period of four (4) continuous months and where the need for the position is expected to continue, the Care Home will convert the

employee to full time or part time or term position status subject to the operational requirements of the Care Home.

- (j) There is no obligation for the Care Home to offer work to a casual employee or for a casual employee to accept work that is offered.

A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Care Home. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service.

**38:02** Casual employees shall accrue seniority for hours worked.

- (a) Casual employees will work shifts in order to be fully orientated at the discretion of the Care Home.
- (b) Casual employees who work orientation hours shall be paid the hours they work.

### **Article 39 Incentive Pay**

**39:01** The Care Home agrees to continue the practice of paying employees a \$200 Christmas Bonus each year; provided such approved by Chief and Council for employees of OCN.

### **Article 40 Term Employment**

**40:01** A "term position" shall be for a specific time period or until completion of a **specific job or until the occurrence of a specified event**. **Terms** may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 16 and filled in accordance with Article 5 and 13. All employees may apply for the term position. Upon completion of the original term position, the employees shall be returned to their former positions.

For situations regarding work related and/or not work related illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position may expire on short notice and the amount of notice to the employee in the term will be dependent on the amount of notice provided by the returning incumbent. The incumbent will endeavor to provide as much notice as possible but not less than forty-eight (48) hours to ensure the ability of the employer to adjust the schedules as soon as is practical without incurring additional costs, e.g. overtime double pay or extra premiums, etc.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit; applications for permanent positions will be accepted but not guaranteed.


Once an employee leaves a term position they have no rights to subsequently return to that same term position.

A term employee who applies for and is awarded a permanent position prior to the end of her period of term employment, shall have her service connected for seniority purposes. A term employee who applies for and is awarded a term position prior to the end of her period of term employment, shall have her service connected for seniority purposes, provided the subsequent position commences within four (4) weeks of the expiry of the original term position.


In case an employee on maternity or parental leave wants to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 33:02, the Employer shall state on the job posting that the said term position is a “maternity or parental leave of absence term” which may expire sooner than indicated, subject to minimum notice of one (1) week. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

Signed this 17 day of January, <sup>2023</sup>~~2022~~.


  
Rod McGillivray Memorial Care Home

  
Manitoba Government and General Employee's Union

  
Rod McGillivray Memorial Care Home

  
Manitoba Government and General Employee's Union

  
Rod McGillivray Memorial Care Home

  
Manitoba Government and General Employee's Union

## Memorandum Of Understanding

between

**Rod McGillivary Memorial Care Home**

(hereinafter referred to as “Care Home”)

and

**Manitoba Government And General Employees Union**

(hereinafter referred to as “MGEU”)

### **Re: Escort Fees**

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When a staff member is assigned as an escort for a resident attending a medical appointment in Winnipeg or otherwise outside of Opaskwayak Cree Nation and/or Town of The Pas boundaries, they are responsible for the resident until they are returned to the Care Home or upon admittance to another facility.


Escort fees are defined as payment to an employee who accompanies a resident from the Care Home to a facility which cares for a resident for an out of town stay. Escort and Care fees are defined as payment to an employee who accompanies a resident to an appointment and supervises the resident the entire out of town stay.

Fees	
Same Day Escort	\$70.00
Same Day Escort and Care	\$120.00
Overnight Escort and Care	\$200.00

Escort and Care fees shall also include applicable meal allowance upon receipt.

Signed this 17 day of January, <sup>2023</sup>~~2022~~.

  
Rod McGillivray Memorial Care Home

  
Manitoba Government and General  
Employee's Union

**Letter Of Understanding**

**between**

**Rod McGillivary Memorial Care Home**

(hereinafter referred to as “Care Home”)

**and**

**Manitoba Government And General Employees Union**

(hereinafter referred to as “MGEU”)

**Re: Savings Plan**


---


The Care Home and Union agree that a Savings Plan program will continue for employees where an employee can have an amount as determined by the employee withdrawn from their pay to be saved for a later date.

The employee may also request that the amount in their saving account be paid out to the employee any time with one pay period’s notice.

If there is no pay for the pay period then no amount will be placed in the employees account.

Signed this 17 day of January, <sup>2023</sup>~~2022~~.

  
\_\_\_\_\_  
Rod McGillivary Memorial Care Home

  
\_\_\_\_\_  
Manitoba Government and General  
Employee’s Union



**Memorandum Of Understanding**

**between**

**Rod McGillivary Memorial Care Home**

(hereinafter referred to as “Care Home”)

**and**

**Manitoba Government And General Employees Union**

(hereinafter referred to as “MGEU”)

**Re: Labour Management Committee**

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**The Union and the Care Home agree to introduce the Labour Management Committee on a trial basis until the conclusion of this collective agreement. The terms of the committee are as follows:**

**(a) Labour Management Committee**

**A Labour-Management Committee shall be established consisting of up to three (3) representatives of the Care Home and three (3) representatives of the Union. The Committee shall meet at the request of either party and shall enjoy the support of both parties in the interests of maximum service to the clients and the maintaining of harmonious relations.**

**(b) Chairperson of the Meeting**

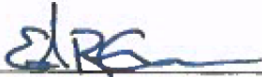
**An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.**

**(c) Jurisdiction of Committee**

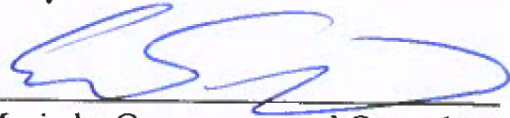
**The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective**

Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Signed this 17 day of January, <sup>2023</sup>~~2022~~.



Rod McGillivray Memorial Care Home



Manitoba Government and General  
Employee's Union

**General Wage Increase/Salary Scale**

**“Schedule A”**

**Effective April 1, 2022 - March 31, 2023 (2%)**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Health Care Aide	16.50	16.99	17.50	18.02	18.57	19.13	19.70	20.30	20.90	21.53
Non-Certified HCA	15.97	16.46	16.95	17.45	17.97	18.52	19.07	19.65	20.24	20.84
Dietary	14.28	14.71	15.15	15.61	16.08	16.55	17.04	17.55	18.07	18.63
Housekeeping/ Laundry	12.55	13.63	14.04	14.45	14.88	15.33	15.79	16.26	16.75	17.26
Drivers	17.78	18.31	18.86	19.43	20.01	20.61	21.23	21.87	22.52	23.21

**Effective April 1, 2023 - March 31, 2024 (1.5%)**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Health Care Aide	16.75	17.24	17.76	18.29	18.85	19.42	20.00	20.60	21.21	21.85
Non-Certified HCA	16.21	16.71	17.20	17.71	18.24	18.80	19.36	19.94	20.54	21.15
Dietary	14.49	14.93	15.38	15.84	16.32	16.80	17.30	17.81	18.34	18.91
Housekeeping/ Laundry	12.74	13.83	14.25	14.67	15.10	15.56	16.03	16.50	17.00	17.52
Drivers	18.05	18.58	19.14	19.72	20.31	20.92	21.55	22.20	22.86	23.56

	<b>Effective April 1, 2024 - March 31, 2025 (1.5%)</b>									
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Health Care Aide	17.00	17.50	18.03	18.56	19.13	19.71	20.30	20.91	21.53	22.18
Non-Certified HCA	16.45	16.96	17.46	17.98	18.51	19.08	19.65	20.24	20.85	21.47
Dietary	14.71	15.15	15.61	16.08	16.56	17.05	17.56	18.08	18.62	19.19
Housekeeping/ Laundry	12.93	14.04	14.46	14.89	15.33	15.79	16.27	16.75	17.26	17.78
Drivers	18.32	18.86	19.43	20.02	20.61	21.23	21.87	22.53	23.20	23.91