

# **Collective Agreement**

*between*

**Neecheewam Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Local 139**

**April 1, 2019 to March 31, 2020**

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

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\*All changes are **in bold**

This Agreement made this 8<sup>th</sup> day of May, 2020.

between:

**Neecheewam Inc.**

(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as the “Union”)

of the second part

**Preamble**

The purpose of this Collective Agreement between the Employer and the Union is to maintain mutually satisfactory relations between the Employer and its employees, establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussions and consultation and further to ensure one of the principal considerations at all times is the rights, care and welfare of Neecheewam’s clients.

**Article 1 Definitions**

In this Agreement, unless the context otherwise requires, the expression:

**1:01** “Ability” means a group of essential abilities that involve the development of a knowledge base, expertise level and mindset that is necessary to perform a job.

**1:02** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:

- (a) It is calculated based on all hours for which an employee has received regular pay as part of the collective bargaining unit. This includes regular hours worked and approved leaves of absence from the Employer where regular pay is maintained.
- (b) It does not include overtime hours or any leaves of absence without pay or with partial pay above one hundred sixty (160) hours.
- (c) It must be continuous service.
- (d) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

**1:03** A “Casual Employee” is one called in occasionally by the Employer 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) A casual employee shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period for the first four (4) years of employment. **After four (4) years the rate will increase to six percent (6%).**
- (b) Casual employees required to work on a general holiday shall be paid at the rate of one and one-half times (1 ½x) their basic rate of pay.
- (c) A casual employee shall be paid five percent (5%) of their total wages in the four week period immediately before the general holiday. Overtime is not included in this calculation.

- 1:04** “Continuous Service” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there as been no break in service involving termination of the employee.
- 1:05** “Employee” means a person who is employed by the Employer within the scope of this Agreement.
- 1:06** “Full-time Employee” means an employee who regularly and recurringly works the full prescribed hours of work specified in the Hours of Work Article.
- 1:07** **“Grievance” means a dispute submitted in writing, between the Union, an employee, or a group of employees and the Employer regarding the application, interpretation or alleged violation of this Agreement.**
- 1:08** “Grant Employee” means a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a grant from a third party for training projects. A grant employee shall not displace a full-time or part-time employee position. A grant employee is not included in this Agreement.
- 1:09** “Part-time Employee” means an employee who on a regular and recurring basis is scheduled to work fewer than the full prescribed hours of work specified in the Hours of Work Article.
- 1:10** “Position” means a position of employment with the Employer which is in the bargaining unit.
- 1:11** “Promotion” means a change of classification from one to another having a higher maximum salary.
- 1:12** “Seniority” shall mean the length of continuous service as an employee. For the purpose of calculation, seniority shall accumulate based upon the total regular hours paid to a full-time or part-time employee since the last date of his employment with the Employer.

- 1:13** Where the singular or masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

## **Article 2 Application of Agreement**

- 2:01** This Agreement shall apply to all full-time and part-time employees of the Employer, except the Executive Director, **Executive Assistant to the Executive Director, Human Resources/Finance Manager, Spiritual Care Advisor, Training Coordinator**, Program Managers, Program Supervisors, grant employees and casual employees.

## **Article 3 Recognition**

- 3:01** The Employer recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent for all employees as defined in the Manitoba Labour Board Certificate No. **MLB-7355** save and except those excluded by the Act and Article 2:01 of this Agreement.
- 3:02** The Union agrees that during the term of this Agreement it will not cause, direct or consent to any slowdown, stoppage of work, picketing, strike or walk-out on the part of the employees represented by the Union nor shall any employee(s) threaten to take part in any such action or any other action should be taken by the employee(s) then the Union will take affirmative measures to prevent the employee(s) from continuing such action.
- 3:03** The Employer agrees that neither it nor any one on its behalf shall threaten a lockout of any employee(s) and that there will be no lockout of its employee(s) for the duration of this Agreement.

#### **Article 4 Duration of Agreement/Renewal**

- 4:01** This Agreement shall become effective from April 1, **2019** and including the date of signing of this Agreement and shall continue in effect up to and including the March 31, **2020**. During the period of time required to negotiate a renewal or revision of this Agreement, the provisions of this Agreement shall remain in force and effect.
- 4:02** No more than ninety (90) calendar days and not less than thirty (30) calendar days preceding the expiry date of this Agreement, either party may, by written notice, inform the other party of its intention to enter into collective bargaining for a renewal or revision and renewal of the Collective Agreement.
- 4:03** When a party to this Agreement has given notice under Article 4:02 above, to the other party of this Agreement, the parties shall, within thirty (30) calendar days commencing from and including the first day after the day upon receipt of the notice, commence to bargain collectively, and to make every reasonable effort to conclude a renewal or a revision and renewal of the Collective Agreement. Such time limit may be extended by mutual agreement.

#### **Article 5 Management Rights**

- 5:01** Subject to the terms of this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing the Employer's rights shall include:
- (a) The right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause.
  - (b) The right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall and suspend

employees; to plan direct and control its operations; to select and retain employees for positions excluded by the bargaining unit.

- (c) The right to determine the location and extent of its operations and the commencement expansion, curtailment or discontinuance of its operations, the direction of the working forces, the work to be performed, the standards of work and service whether to make or buy goods and services, the schedules of work and of service, the methods, process and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment, the number of employees needed by the Employer at any time and how many shall work on any job operation or machine, working hours, the number of hours to be worked, starting and quitting time, and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.

- 5:02** In administering the Collective Agreement the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

## **Article 6    Union Security**

- 6:01** The Employer agrees to deduct from each employee included in this Agreement an amount equal to the current Union dues, whether **they are** a member of the Union or not. Such dues shall be forwarded to the Union monthly together with a list of the names of employees from whom such deductions have been made, the amounts of such deductions and shall also indicate the names and dates of newly hired or terminated employees.
- 6:02** For new employees the payroll deduction as set out in Article 6:01 shall become effective on the first day of the full biweekly pay period following the date of appointment.

- 6:03** The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which deductions are to be made.
- 6:04** The Union agrees to indemnify and save the Employer harmless against any claim of liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

### **Article 7 Union Business**

**7:01** Leave of absence to attend to Union business may be granted to employees based on the following conditions:

- (a) Request for such leave shall be made in writing by the Union with at least ten (10) calendar days advance notice and shall be granted only where operational requirements permit.

Where special or unusual circumstances prevent compliance with the ten (10) working days' notice the request shall be considered and not unreasonably denied.

- (b) An employee requesting time off for Union business will be provided with a letter of request from the Union which is to be submitted to the employee's immediate supervisor for approval by the Executive Director.
- (c) Where such leave of absence has been granted by the Employer under sub-section (a), the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

**7:02** The Union shall notify the Employer in writing of the names of its officers and stewards and the Employer shall be required to recognize only those officers and stewards of whom it has notice.

- 7:03** Unless otherwise specified in this Agreement or authorized by the Employer, **union representatives** and employees shall not conduct Union business during their working time.
- 7:04** If operational requirements permit, **a union representative** may be permitted with the prior approval of the Employer to investigate complaints or grievances during working hours. **For complaints of an urgent nature, a union representative shall first obtain the permission of their immediate Supervisor/Manager before leaving work to investigate such complaint with the employee and Supervisor/Manager concerned. Such permission shall not be unreasonably sought or withheld. On resuming normal duties, the union representative and employee shall notify their Supervisor/Manager.**
- 7:05** The Employer agrees to allow the Union the use of space on a bulletin board for the purpose of posting Union information, provided such information does not contain anything that is adverse to the interests of the Employer. All material to be posted must first be submitted in writing to the Executive Director or **their** designate for approval prior to posting.
- 7:06** With respect to the bargaining process, the Employer agrees to provide a leave of absence, during regular working hours, with pay, to members who are employees and who form part of the Union's bargaining committee. This leave of absence will cover up to two (2) members.

## **Article 8 Probationary Period**

- 8:01** New employees in the bargaining unit shall be on probation for a period of one hundred and eighty (180) calendar days. At any time during the probationary period the employee may be terminated by the Employer. **Upon mutual agreement between the Union and the Employer, an employee's probationary period may be extended up to an additional one hundred and eighty (180) calendar days with good and sufficient reason. If the probationary period is extended, a review with the employee and the Union shall be conducted at least every thirty (30)**

**days during the extension. The extension may be ended at any time by mutual agreement between the parties.**

- 8:02** An employee who is terminated during **their** probationary period may appeal to the Board of Directors of Project Neecheewam. Termination of employment during the probationary period shall not proceed through the grievance or arbitration procedure.
- 8:03** Every appeal to the Board of Directors shall be commenced within fourteen (14) days of the date which the appellant became aware of the termination. Every appeal shall be submitted in writing, setting out the basis of the appeal.
- 8:04** (a) Within fourteen (14) days of the receipt of the appeal, the Board of Directors shall hold a hearing or direct a hearing to be held to ascertain the facts relating to the subject matter of the appeal.
- (b) Within seven (7) days of the end of the hearing, the Board shall render a decision on the appeal and the decision of the Board shall be final and binding upon the parties concerned.
- 8:05** Upon successful completion of the probationary period and upon proper evaluation of the employee's performance the employee shall be granted an increment in recognition of the successful completion and satisfactory performance of the employee during the probation period. Upon successful completion of the probationary period the employee's seniority shall be retroactive to the employee's initial date of hire.

## **Article 9 No Discrimination**

- 9:01** **The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free of discrimination and harassment.**
- 9:02** **The Employer and the Union shall administer this Article consistent with the definition of harassment and discrimination set out in the**

**Manitoba Human Rights Code, Workplace Safety and Health Act and Manitoba Labour Relations Act.**

- 9:03** The Employer shall maintain policies in relation to discrimination, harassment and respectful workplace and shall provide copies to all employees. Said policies will include a dispute resolution procedure.
- 9:04** Notwithstanding the above, a complaint of harassment may proceed as a grievance.
- 9:05** The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment or discrimination shall be treated in a confidential manner by the Employer, the Union and the employee(s).
- 9:06** The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.
- 9:07** The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union.

#### **Article 10 Disciplinary Action**

- 10:01** An employee who has completed the probationary period will not be disciplined or discharged without just cause.
- 10:02** (a) Progressive disciplinary action may include recorded verbal warnings, written warnings, suspension, and demotion up to and including dismissal.

(b) The employee has a right to representation from the Union for any disciplinary meeting. **The employee is responsible for arranging for a Union representative to attend the meeting.**

- 10:03** In the event the Employer dismisses an employee who has completed **their** probationary period, the employee shall receive a letter referring to such action.
- 10:04** Any disciplinary letter shall be shown to the employee concerned and a copy of the disciplinary letter shall be forwarded to the Union office.
- 10:05** A dismissed employee shall have the right to grieve the matter within ten (10) working days of receiving notice of the dismissal.
- 10:06** Where an employee is absent from work, without leave for three (3) consecutive calendar days without a valid reason, **they** shall be considered to have abandoned **their** position and shall be deemed to have resigned without notice on the last day on which **they were** present at work and performed **their** regular duties.
- 10:07** Upon investigation, if any employee is found to have used, or participated in any way in violent or improper conduct toward a **client** in care of the Employer, that employee shall be immediately dismissed.

### **Article 11 Performance Appraisal/Personnel File**

- 11:01** Where a formal assessment of an employee's job performance is made, the employee concerned shall be given an opportunity to sign the assessment upon its completion to indicate that its contents have been read. The employee shall be entitled to place **their** own comments on the assessment where such space is provided or append **their** comments to the assessment where no such space is provided. An employee, upon request shall receive a copy of the assessment at the time of signing.
- 11:02** **Upon the request of an employee to the Human Resources/Finance Manager, the personnel file of that employee shall be made available**

for the employee's full examination. Such examination shall be in the presence of an Employer representative. The employee, at the employee's option, may also have a union representative present.

**11:03** An employee may request a copy of any specific documents on their personnel file except where copying of the document is prohibited by law such as child abuse registry check paid for by the Employer.

## **Article 12 Layoff and Recall**

**12:01** Subject to the abilities and prior work performance of the employees concerned, employees shall be laid off in reverse order of seniority.

**12:02** Except in circumstances beyond the control of the Employer, an employee shall receive a minimum of one full pay period notice of a layoff or pay in lieu thereof.

**12:03** In the event of the permanent **or temporary** closure of a workplace, the employees shall receive notice of the closure or pay in lieu thereof as follows:

(a) Less than five (5) years service, a minimum of twenty (20) working days,  
or

(b) At least five (5) years and less than 10 years, six (6) weeks, or

(c) At least ten (10) years, eight (8) weeks.

**12:04** Employees laid off shall be placed on a re-employment list with a copy being provided to the Union. Laid off employees shall be called back in reverse order of layoff starting with the most recently laid off employee and continue in descending order to the first employee laid off in the classification from which the employees were laid off. Provided the employee possesses the necessary qualifications of the work to be done, a laid off employee shall be given first opportunity for any available position(s).

**12:05** Notice of recall to an employee who has been laid off shall be made to the last known address filed by the employee with the Employer.

**12:06** An employee on continuous layoff for a period of six (6) months shall, at the end of that period, be considered terminated and **their** name shall be removed from the re-employment list.

### **Article 13 Medical Fitness**

**13:01** An employee may be required by the Employer to have a medical examination **for a psychiatric or physical condition effecting the employee's ability in the workplace** from a duly qualified medical practitioner acceptable to or appointed by the Employer in cases of long term illness or if there are reasonable grounds to believe that an employee is abusing the sick leave program. The Employer shall pay the cost of the medical examination **and/or supporting documentation** if the cost is not covered by the Manitoba Health.

### **Article 14 Continuation of Acquired Right**

**14:01** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

### **Article 15 Recruitment and Promotion**

**15:01** Neecheewam is committed to developing and promoting employees **from within the organization whenever possible**. Present employees **who possess the qualifications, ability and satisfactory work performance and meet the program requirements of the applicable vacancy** shall be given priority to fill vacant positions prior to a new employee being hired.

**15:02** No employee shall be promoted without the employee's consent.

**15:03** Where changes to position classification standards are to occur, the Employer shall notify affected employees and the Union at least three (3) months in advance of the change(s).

### **Article 16 Civil Liability**

**16:01** If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by **them** in the performance of **their** duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against **them** shall advise the Executive Director of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Executive Director before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of **their** duty as an employee.
- (d) Upon the employee notifying the Executive Director in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

## **Article 17 Workplace Safety and Health**

**17:01** The Employer and the Union agree to maintain a joint Health and Safety Committee in accordance with the Manitoba Workplace Safety and Health Act, its regulations, codes of practice and guidelines.

Without limiting the generality of the foregoing the Committee shall:

- (a) Consult with the Employer in designing and preparing a written safety and health program;
- (b) Participate in inspections of the workplace at regular intervals with a minimum interval being quarterly and ensure that the inspections are carried out in a manner determined by the committee;
- (c) Participate in investigations of accidents and dangerous occurrences at the workplace;
- (d) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions;
- (e) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted; and;
- (f) Record the minutes of the meetings which will be signed by the co-chairs, posted on the bulletin board and copies sent to the Workplace Safety and Health Division and the Union.

**17:02** Time spent by members of this committee in the course of their duties shall be considered as time worked and will reflect their regular rate of pay.

**17:03** Each Union member of the committee will be granted an educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction.

## Article 18 Grievance Procedure

- 18:01** “Grievance” means a dispute submitted in writing, between the Union, an employee, or a group of employees and the Employer regarding the application, interpretation or alleged violation of this Agreement.
- 18:02** It is mutually agreed that an effort shall be made to resolve disputes through discussion before a written grievance is initiated.
- 18:03** “Union Representative” means the following:
- (a) Staff member of the Union;
  - (b) Union steward as last indicated by the Union in writing to the Employer.
- 18:04** At any step of the grievance procedure, the grievor may elect to be accompanied by a Union representative.
- 18:05** “Days” referred to in this article are calendar days. The time limits within this Article can be extended by mutual agreement between the parties, provided such extension is requested prior to the expiry of the time allowed.
- 18:06** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the Union or grievor may process the grievance to the next step.
- 18:07** **Step One**
- If the dispute is not resolved, the grievor or the Union may submit a written grievance to the supervisor or, in the extended absence of the supervisor, to Step Two of the grievance procedure within fourteen (14) days from the date the grievor or Union became aware of the circumstances giving rise to the grievance.
- Within fourteen (14) days of **their** receipt of the grievance, the supervisor shall reply in writing to the grievance.

**18:08 Step Two**

If the dispute remains unresolved, the grievor or the Union may submit the grievance to the Executive Director within a further fourteen (14) days from the date of receipt of the reply to the grievance from Step One. The Executive Director shall hold a hearing into the matter, and shall reply in writing within fourteen (14) days of his receipt of the written grievance.

**18:09** Grievances involving suspension or dismissal shall be initiated to the Executive Director **at Step 2.**

**18:10** Effective from the date of signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances may be submitted to a board of arbitration. If the dispute is not resolved by the Executive Director or designates reply, the Union may refer the matter to arbitration. If the Employer's grievance is not resolved by the Union's reply, the Employer may refer the matter to arbitration.

### **Article 19 Arbitration**

**19:01** **In the event that a grievance or a dispute involving the application, interpretation or administration of this Agreement is not settled through the grievance procedure to the satisfaction of both parties, such matter may be the subject of arbitration in accordance with the procedure set out hereunder.**

**19:02** Within ten (10) days of receipt of the reply at Step 2 of the grievance procedure, either party may submit the matter to arbitration by notifying the other party in writing of its desire to submit the dispute to arbitration.

**19:03** **The party giving such notice will, at the time of giving such notice, advise the recipient of the name of a proposed sole arbitrator who they would find acceptable to hear the grievance. The recipient of such notice will respond to that proposal within ten (10) working days. In the event that the parties are unable to agree on the name of the sole arbitrator within ten (10) days of the initial notice, then either party**

may apply to the Manitoba Labour Board for the appointment of a sole arbitrator to hear the grievance.

- 19:04 The Arbitrator shall not have the power to add to, subtract or modify or alter in any way the provisions of the Agreement.
- 19:05 The Arbitrator shall expressly confine the decision to the precise issue submitted to Arbitration, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Arbitrator.
- 19:06 The Arbitrator shall hear and determine the grievance and shall issue a decision, which decision shall be final and binding and enforceable upon the parties, and upon any employee affected by it.
- 19:07 Any of the time limits referred to above may be extended by mutual agreement of the parties.
- 19:08 Either party is entitled to call witnesses or other persons to give testimony and if employees of the Employer are called by the Employer they will be allowed leave with pay and if employees in the bargaining unit of the Employer are called by the Union they will be allowed leave with pay and the Union will reimburse the Employer for one hundred percent (100%) of the wages paid to such employees for the period of absence.
- 19:09 The Arbitrator will meet and hear the evidence of both sides and render their decision within ten (10) working days after completion of the hearing or such further time as the parties may jointly agree upon and their decision will be final and binding upon the employee, the Union and the Employer.
- 19:10 The fees and expenses of the Arbitrator will be shared equally by the parties.

## Article 20 Pay and Merit Increases

- 20:01** Employees shall be paid in biweekly periods (every two [2] weeks) in accordance with their placement on the pay schedule for their classification.
- 20:02** Where an employee is promoted and where the pay range permits, the employee shall be paid at a rate of pay in the pay schedule that is one increment higher than the rate of pay in the employee's former position.
- 20:03** A full-time employee who is not at the maximum pay of **their** classification is eligible to be granted one (1) merit increment on **their** pay scale upon satisfactory completion of one (1) years accumulated service in **their** classification since the employee's last increment or since the employee's start of employment.
- 20:04** A part-time employee who is not at the maximum salary for **their** classification is eligible to be granted one (1) merit increment on **their** pay scale upon satisfactory completion of the equivalent of one (1) years accumulated service (2080 regular hours) in **their** classification since the employee's last increment or since the employee's start of employment.
- 20:05** The Salary Schedule, Appendix "A", shall be attached to and form part of this Collective Agreement.

## Article 21 Hours of Work

- 21:01** The regular hours of work for full-time employees shall average forty (40) hours per week over the shift rotation cycle.
- 21:02** For purposes of interpretation of benefit entitlements in this Agreement, a "work day" shall be an accumulation of eight (8) regular hours paid at straight time rates. A part-time employee shall therefore be entitled to a pro-ration of benefits in proportion to that of a full-time employee, unless otherwise specified in this Agreement.

- 21:03** There shall be no alteration of work schedules of shifts and/or staffing composition by employees without the approval of the appropriate supervisor and, in any event, any exchange of shifts shall not result in any additional costs incurred by the Employer.
- 21:04** Part-time employees shall work fewer than an average of forty (40) hours per week when averaged over the shift rotation cycle.
- 21:05** (a) Where changes are necessary in a regularly scheduled shift, an employee who is affected by such change shall be notified at least twenty-four (24) hours in advance. The foregoing, however, shall not apply to instances of personnel replacement due to absences because of sickness, nor to emergency situations beyond the control of the Employer.
- (b) Where an employee does not receive at least twenty-four (24) hours notice of a change of a regularly scheduled shift except as provided in (a) above, then such affected employee shall be paid at one and one-half times ( $1 \frac{1}{2}x$ ) for all hours worked for the first shift which varies from the former regular schedule.

## **Article 22 Overtime**

- 22:01** An employee who is required by the Employer to work in excess of **their** regularly scheduled hours shall be compensated for such additional time at the rate of one and one-half times ( $1 \frac{1}{2}x$ ) **their** regular rate of pay for each additional hour so worked, except under the following circumstances:
- (a) Employees attending staff meetings outside of the employees' regularly scheduled hours shall be compensated at straight time hourly rates.
- 22:02** (a) At the Employer's option, overtime shall be compensated by paying the employee for all authorized time worked or by granting the equivalent time off in lieu of payment.
- (b) Where the Employer has opted to grant time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to

the employee and the Employer. Where mutual agreement has not been reached within thirty (30) days of the overtime being worked, the employee shall receive payment.

- 22:03** Part-time employees shall be eligible for overtime compensation for additional hours worked when:
- (a) The employee is required to work in excess of forty (40) hours per week, through the shift rotation cycle; or
  - (b) The employee is required to work in excess of **their** regular scheduled shift provided that not less than eight (8) hours are worked by the employee inclusive of regular scheduled hours and overtime hours.
- 22:04** **When an employee is working a full shift on a paid holiday and is required to work an additional shift (double shift) directly after, the employee shall be compensated for such additional time at the rate of two and one-half times (2.5x) their regular rate of pay for each additional hour worked. In lieu of overtime payment, such time shall be granted as time off at a time mutually agreeable to the employee and the Employer. Where mutual agreement has not been reached within thirty (30) days of the overtime being worked, the employee shall receive payment.**

### Article 23 Expenses

- 23:01** The Employer agrees to reimburse employees such reasonable expenses as it determines proper for authorized expenses incurred.
- 23:02** Where an employee is authorized to use **their** privately owned vehicle on the Employer's business **they** shall be reimbursed. This rate will be reviewed quarterly and shall be calculated using the formula below:

Base rate = 41.0¢ per kilometer based on a price of \$1.00 per litre of regular gasoline.

For every full 10¢ increase/decrease in the price per litre of regular gasoline from the base rate of \$1.00 per litre, there shall be a 1.0¢ per km increase/decrease in the private vehicle kilometer reimbursement rate.

### **Article 24 Holidays**

**24:01** The following shall be recognized as holidays with pay:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

#### **National Indigenous Day\***

Any other holiday proclaimed by Federal or Provincial Statute **\*with the exception of a new Holiday in recognition of Indigenous People or Indigenous historical events proclaimed during the life of the Agreement. If such occurs, the Employer has the right to either provide National Indigenous Day or the new proclaimed Holiday but is not required to provide both in the above list of Holidays.**

Employees whose religion recognizes a day or days other than those set out above may use vacation, leave without pay or family leave to observe such days.

**24:02** Remembrance Day shall only be observed as a holiday where it falls on an employee's working day. An employee who is entitled to pay for a holiday and is required to work on Remembrance Day in addition to **their** regular pay to **their** compensated at straight time for all hours worked at **their** straight time rate of pay.

- 24:03** Where an employee who is entitled to pay for a holiday and is required to work on the holiday the employee shall receive pay at the rate of one and one-half (1 ½x) times the employee's regular hourly rate for all hours worked on said holiday.
- 24:04** Wherever a holiday falls on an employee's scheduled day off, the employee shall receive a day's pay or an alternate day off, with holiday pay, in lieu thereof. The Employer agrees to schedule such day off within thirty (30) days following the holiday unless mutually agreed to the contrary.
- 24:05** An employee is entitled to pay for a holiday on which **they** do not work, provided:
- (a) **They** did not fail to report for work after having been called to work on the day of the holiday; and
  - (b) **They** did not absent **themselves** from work without the Employer's consent on either the employee's regular working day immediately preceding or following the holiday, unless **their** absence is by reason of established illness.
- 24:06** Part-time employees will be paid five percent (5%) of their regular pay in lieu of time off on holidays. Such holiday pay shall be included in their regular pay cheque.
- 24:07** An employee may, at **their** option, bank up to a maximum of forty (40) hours of holiday time, including holiday time not taken, to be taken at the applicable rate at a mutually agreed upon time. It is the employee's responsibility to advise the Employer within two (2) weeks (14 days) following the holiday of this option or the time will be paid out.
- 24:08** Where a full-time employee is mandated to work overtime on a statutory holiday they shall be paid one and one-half (1 ½) times their regular hourly rate for all overtime hours worked. They are also eligible for a further payment of general holiday pay.

**Article 25 Vacation**

- 25:01** For purposes of this Agreement, a vacation year is the twelve (12) month period beginning April 1 and ending March 31 of the next year.
- 25:02** Full-time employees shall earn vacation leave credits on the basis of one and one-quarter ( $1 \frac{1}{4}$ ) days per accumulated complete month of service in each vacation year, to be taken in the vacation year following the year in which the vacation is earned.
- 25:03** Commencing from the beginning of the vacation year in which seven (7) years of service will be completed, one and two-thirds ( $1 \frac{2}{3}$ ) working days per complete month of service in each vacation year to be taken in the year in which eight (8) years are completed and yearly thereafter.
- 25:04** A full-time employee with less than one (1) years service is eligible for vacation with pay on a pro-rata basis.
- 25:05** Vacation will be prorated for part-time employees on the basis of the applicable rate as set out in Article 25:02 for each period of regular hours worked exclusive of overtime, equivalent to one hundred sixty-eight (168) hours or twenty-one (21) working days. No credits will be given for any periods for which an employee was granted vacation pay.
- 25:06** When computing vacation leave:
- (a) Any fraction of a day equal to or greater than one-half ( $\frac{1}{2}$ ) shall be computed as a full day; and
  - (b) Any fraction of a day less than one-half ( $\frac{1}{2}$ ) shall be computed as nothing.
- 25:07** Where a holiday falls within the vacation period of an employee, one additional day shall be added to the employee's vacation entitlement in lieu of the holiday.

- 25:08** For the purpose of determining vacation entitlement in Article 25:02 the term “accumulated complete month of service” shall be deemed to be all time paid at regular rates by the Employer.
- 25:09** Subject to operational requirements, vacation leave will be requested in writing and taken by mutual agreement between the employee and the Employer. If a dispute occurs between two or more employees in respect to taking the same period of vacation, then seniority shall be the determining factor.
- 25:10** **If an employee is on a period of vacation and enters into a period of bereavement leave, upon production of verification of death and provided they are eligible for leave under Article 27:01, their vacation time shall be credited and rescheduled at another mutually agreeable time.**

#### **Article 26 Sick Leave**

- 26:01** (a) It is agreed by both parties that earned sick leave entitlement shall be granted where an employee is unable to be at work and perform **their** regular duties as a result of illness or injury.
- (b) “Injury” shall mean injured in an accident for which compensation is not payable under the Workers Compensation Act.
- 26:02** Full-time employees shall be entitled to sick leave benefits which shall be accumulated at the rate of one-half ( $\frac{1}{2}$ ) working day per biweekly pay period to a maximum of one hundred twenty (120) working days.
- 26:03** An employee hired after the first working day of the pay period shall accumulate sick leave credits from the first day of the next pay period.
- 26:04** Part-time employees shall earn sick leave credits prorated on the basis of accumulated regular hours pursuant to Article 26:02.
- 26:05** Where an employee is ill or injured for any period, **their** sick leave allowance will be calculated as the balance of any sick leave credits unused since a

previous illness or injury plus the additional sick leave credits accumulated since that time as calculated in Article 26:02.

- 26:06** An employee who has been absent due to illness/injury for more than three (3) days, shall furnish, when requested, a medical certificate certifying that the employee is or was unable to be present at work because of illness/injury. When an employee is asked to furnish a medical certificate the employer shall reimburse the cost of the certificate upon presentation of a receipt. Where an employee fails to produce a medical certificate acceptable to the Employer, **they** shall not be entitled to be paid for the absence and may be subject to disciplinary action.
- 26:07** Where an employee is to be absent because of illness/injury **they** shall notify **their** supervisor, or in the absence of the supervisor, the person on duty in charge of the workplace of **their** absence due to illness or injury at least one **(1) hour prior to the normal hour of beginning work on the day shift, two (2) hours prior for the evening shift and three (3) hours prior to the night shift** or as soon thereafter as the means of communication permit.
- 26:08** Sick leave credits shall not accumulate during periods when an employee is:
- (a) Absent on sick leave and/or Workers Compensation for a period of more than ten (10) consecutive working days; or
  - (b) Absent without leave; or
  - (c) Absent on a leave of absence without pay.
- Subsection (c) to apply where the period of absence is greater than one-half (1/2) of a biweekly period.
- 26:09** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to part-time employees based on number of hours they normally would have been scheduled to work on the day they were absent on sick leave.

**26:10** The Employer recognizes that from time to time employees may be required to absent themselves from the workplace because of family responsibilities including but not limited to family and household emergencies and family illness and therefore agrees to allow employees to take family leave without prior authorization. Family leave may also be utilized for religious holidays not recognized in Article 24, with the Employer's permission.

- (a) If employees know they are taking family leave in advance, they should notify their supervisor at the earliest opportunity, otherwise within thirty (30) minutes of the start of their normal shift or as soon as possible thereafter indicating the reason and the probable duration of the absence. Family leave will not be unreasonably taken, nor unreasonably denied.
- (b) The maximum amount of family leave an employee may take is up to five (5) days leave with pay in each fiscal year (**April 1 to March 31**). These days shall be taken out of accrued vacation leave or sick leave at the employee's option.
- (c) For the purpose of this Article family is defined as in Article 27:01.

**26:11** An employee's sick leave accumulation under Article 26 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision. Management will exercise their discretion, if an employee requests to use this clause, but has less than twelve (12) days in their sick leave bank.

**26:12** **If an employee becomes sick during a period of vacation upon production of a medical certificate from a qualified medical practitioner, their vacation time shall be credited and rescheduled at another mutually agreeable time.**

## Article 27 Leave of Absence

### 27:01 **Bereavement Leave**

An employee may be allowed up to four (4) working days without loss of regular pay to attend the funeral or life threatening illness of **their** spouse (including common-law spouse and same-sex partner), parent, miscarriage, child, brother or sister, mother-in-law or father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, fiancé, ward of the employee, step child, step parent, former legal guardian or a relative permanently residing in the employee's household or with whom the employee resides. Upon request an employee will be granted up to an additional five (5) days leave of absence without pay if required to travel out of province for the funeral or to attend to a life threatening illness.

An employee shall be entitled to Bereavement Leave up to a maximum of one (1) working day without loss of regular pay in the event of the death or life threatening illness of an employee's aunt, uncle, niece, nephew, or cousin.

Part time employees shall be provided with compassionate leave on a prorated basis as per Article 21:02.

Spouse refers to a legal or common-law relationship without discrimination as to gender.

### 27:02 **Pallbearer Leave**

An employee may be entitled to a maximum of one (1) days leave without loss of regular pay to attend a funeral as a pallbearer.

### 27:03 **Compassionate Care Leave**

Part-time employees shall be provided with compassionate leave on a prorated basis.

Spouse refers to a legal or common-law relationship without discrimination as to gender.

(a) Definitions

The following definitions apply in this section:

- (i) “Common-law partner” of a person means a person who, not being married to the other person, is cohabiting with him or her in a conjugal relationship of some permanence.
- (ii) “Family member,” in relation to an employee, means
  - (A) A spouse or common-law partner of the employee;
  - (B) A child of the employee or a child of the employee’s spouse or common-law partner;
  - (C) A parent of the employee or a spouse or common-law partner of the parent; and
  - (D) Any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition.
- (iii) “Physician” means a physician who provides care to a family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided.

(b) Compassionate Care Leave

Subject to Article 27:03(c)(i), an employee who has been employed by the Employer for at least **ninety (90) calendar** days is entitled to compassionate care leave of up to **twenty-eight (28)** weeks to provide care or support to a seriously ill family member.

(c) Physician’s Certificate

For an employee to be eligible for leave, a physician 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.

(d) Employee to Give Notice to Employer

An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.

(e) Employee to Provide Physician's Certificate

The employee must give the employer a copy of the physician's certificate as soon as possible.

(f) When Leave May Be Taken

An employee may take no more than two (2) periods of leave totalling 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.

(g) Minimum Period of Leave

No period of leave may be less than one (1) weeks duration.

(h) Ending Leave Early

Unless the employee and Employer agree otherwise, an employee may end a leave earlier than the expiry of **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice of his or her expected date of return. Where an employee has been provided necessary time off under this section and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

(i) Employees may be eligible for benefits from Employment Insurance.

**27:04 Court Leave**

An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

Should an employee be summoned or subpoenaed to appear in court during **their** off duty hours for matters occasioned by **their** work, the employee shall receive the applicable compensation at straight time rates.

**27:05 Maternity Leave**

- (a) Every pregnant employee
  - (i) Who has completed seven (7) continuous months of employment for or with the Employer;
  - (ii) Who submits to the Employer an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
  - (iii) Who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
  - (iv) Is entitled to and shall be granted maternity leave without pay consisting of:
    - (A) A period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (iii); or
    - (B) A period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (iii) and the actual date of

delivery, if delivery occurs after the date mentioned in that certificate;

- (b) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

**27:06 Parental Leave**

- (a) Every employee who
- (i) In the case of a female employee, becomes the natural mother of a child,
  - (ii) In the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his new born child, or
  - (iii) Adopts a child under the law of a province;
  - (iv) Completes seven (7) consecutive months of employment for or with the Employer; and
  - (v) Submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave
- is entitled to, and shall be granted, parental leave consisting of a continuous period of up to **sixty-three (63)** weeks.
- (b) Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave.
- (c) Subject to (b), parental leave must commence **prior to seventy-eight (78) weeks after** the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
- (d) **A spouse, common-law partner or same-sex partner** shall be granted one (1) days' leave with pay to attend to needs directly related to the

birth of **their** child. Such leave shall be granted on the date of or the day following the birth of **their** child, or day of **their spouse/partner's** admission to, or discharge from hospital.

- (e) An employee shall be granted one (1) days' leave with pay to attend to the needs directly related to the adoption of **their** child. At the employee's option such leave shall be granted on the day of, or the day following the adoption. The employee may be required to furnish proof of adoption.

#### **27:07 Unpaid Leave for Reservists**

The following definitions apply in this section:

- (a) "Reserves" means the component of the Canadian Forces referred to in the National Defence Act (Canada) as the reserve force.
- (b) "Service" means active duty or training in the Reserves.

An employee who:

- (a) Is a member of the Reserves;
- (b) Has been employed by the Employer in civilian employment for at least seven (7) consecutive months; and
- (c) Is required to be absent from work for the purpose of service;

Is entitled, subject to the regulations, to an unpaid period of leave for the purpose of that serve.

#### Length of Leave

Subject to the regulations, the period of leave for the purpose of service is the period necessary to accommodate the period of service.

#### Notice of Leave for Service

An employee wishing to take a leave under this section must give the Employer, in writing, as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide

reasonable verification of the necessity of the leave, including a certificate from an official with the Reserves stating:

- (a) That the employee is a member of the Reserves and is required for service; and
- (b) If possible, the expected start and end dates for the period of service.

Return to work after Notice

An employee on a leave under this section must give the Employer written notice of the expected date of return to work. The Employer may defer the employee's return to work by up to two (2) weeks or one pay period, whichever is longer, after receiving the notice.

**27:08 Unpaid Leave for Organ Donation**

For the purpose of this Article an employee donates an organ when **they** undergo a surgical procedure that involves the removal of an organ or tissue from the employee for the purpose of it being transplanted into another individual.

An employee who has been employed by the Employer for a least thirty (30) days is entitled to unpaid leave of up to thirteen (13) weeks for the purpose of donating an organ.

Notice and Medical Certificate to be given to Employer

An employee who wishes to take a leave under this Article must give the employer:

- (a) In writing, as much notice as is reasonable and practicable in the circumstances; and
- (b) A medical certificate stating the start date and end date of the period necessary for the employee to donate the organ and recover from the procedure.

The employee is entitled to take leave for up to the period set out in the medical certificate.

The employee is entitled to extend **their** leave if the employee gives the Employer a medical certificate stating that the employee requires an additional specified period to recover from donating an organ.

A leave may be extended more than once, but the total extension period must not exceed thirteen (13) weeks.

An employee who wishes to extend a leave must give the Employer written notice at least one pay period before extending the leave, if reasonable and practicable in the circumstances.

An extended leave ends on the day specified in the most recent medical certificate given to the Employer.

The employee may end the leave earlier than provided by giving the Employer written notice at least one pay period before the day **they** wish to end the leave.

**27:09 Leave for Citizenship Ceremony**

An employee who has been employed for at least thirty (30) days may take up to four (4) hours of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada) and regulations made under that Act.

Before taking a leave under this Article, the employee must give the Employer at least fourteen (14) days' notice or, if it is not possible for the employees to give fourteen (14) days' notice as much notice as is reasonable and practicable in the circumstances. If requested by the Employer the employee must provide evidence of **their** entitlement to the leave.

**27:10 Leave for Critical Illness Child/Adult**

The following definitions apply in this section:

- (a) "Common-law Partner" has the same meaning as in Article 27:03(a)(i).
- (b) "Critically Ill Child" has the same meaning as in the regulations made under the Employment Insurance Act (Canada).

- (c) “Physician” means a physician who provides care to a child and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided.

An employee is entitled to a leave under this Article if the employee, in relation to a critically ill child is:

- (a) A parent of the child;
- (b) The spouse or common-law partner of a parent of the child;
- (c) A person with whom the child has been placed for the purposes of adoption.

An employee who has been employed by the Employer for at least thirty (30) days is entitled to a leave of absence from employment of up to thirty-seven (37) weeks to provide care or support to a critically ill child.

For an employee to be eligible for leave, a physician must issue a certificate:

- (a) Stating that the child is a critically ill child and requires the care or support of the employee; and
- (b) Setting out the period during which the child requires that care or support.

An employee who wishes to take a leave under this Article must give the employer notice of at least one (1) pay period unless circumstances necessitate a shorter period.

The employee must give the Employer a copy of the physician’s certificate as soon as possible.

Unless the employee and Employer agree otherwise, an employee may end a leave earlier than the expiry of thirty-seven (37) weeks by giving the Employer written notice at least one (1) pay period before **they** wishe to end the leave.

#### **27:11 Leave for Death or Disappearance of Child**

The following definitions apply in this Article:

- (a) “Child” means a person who is under eighteen (18) years of age.
- (b) “Common-law Partner” has the same meaning as in Article 27:03(a)(i).
- (c) “Crime” means an offence under the Criminal Code (Canada).
- (d) “Parent” means:
  - (i) A parent of a child;
  - (ii) The spouse or common-law partner of a parent of a child;
  - (iii) A person with whom a child has been placed for the purposes of adoption;
  - (iv) The guardian or a foster parent of a child; or
  - (v) A person who has the care, custody or control of a child, and is considered to be like a close relative whether or not they are related by blood or adoption.

### **Death of a Child**

An employee who has been employed by the Employer for at least thirty (30) days is entitled to a leave of absence from employment of up to one hundred four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances that the child died as a result of a crime.

### **Disappearance of a Child**

An employee who has been employed by the Employer for at least thirty (30) days is entitled to a leave of absence from employment of up to **one hundred and four (104) weeks** if the employee is the parent of a child who has disappeared and it is probably, considering the circumstances that the child disappeared as a result of a crime.

An employee is not entitled to a leave of absence under this Article if **they are** charged with the crime.

An employee who wishes to take a leave under this Article must give the employer notice of at least one (1) pay period unless circumstances necessitate a shorter period.

The employee must provide the Employer with reasonable verification of the necessity of the leave as soon as possible.

Unless the employee and Employer agree otherwise, an employee may end a leave earlier than the expiry of the leave period by giving the Employer written notice at least one (1) pay period before he or she wishes to end the leave.

**27:12 Domestic Violence Leave**

**Neecheewam agrees to recognize that employees sometimes face situations of violence and abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor, intake worker from a women's shelter or other crisis service etc.), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance may be linked to the abusive or violent situation.**

- (a) 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 domestic violence leaves in each fifty-two (52) week period:**
  - (i) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period;**
  - (ii) Leave of up to seventeen (17) weeks to be taken in one (1) continuous period.**
- (b) An employee may take a domestic violence leave only for one (1) or more of the following purposes:**

- (i) To seek medical attention for the employee or the employee's child in the respect of a physical or psychological injury or disability caused by the domestic violence;
  - (ii) To obtain services from a victim services organization;
  - (iii) To obtain psychological or other professional counselling;
  - (iv) To relocate temporarily or permanently;
  - (v) 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;
  - (vi) Any other prescribed purpose.
- (c) Subject to Section (d), leave taken under this section is unpaid leave.
- (d) An employee will be granted up to five (5) paid days of leave in a fifty-two (52) week period as paid leave, provided that when giving notice under (h) the employee notifies the Employer which days, if any, are to be paid leave.
- (e) The amount an Employer must pay an employee for a paid day of leave under this Article must not be less than the wage the employee would have been paid had the employee worked their regular hours of work on the day of leave, or five (5%) percent of the employee's total wages, excluding overtime, for the four (4) 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 wages for regular hours of work varies from day to day.

- (f) An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the Employer.

#### **Article 28 Benefits Plan**

- 28:01** All benefits in effect at the time of signing of this Agreement shall continue in effect throughout the life of the Collective Agreement.
- 28:02** The parties agree the current benefit plan may be reviewed at any time. In the event that another provider is able to provide equal or more extensive coverage at no increased cost upon giving ninety (90) days notice to the Union, the Employer may change insurance providers. If the Employer wishes to change to a provider where the premium rates are higher than current rates, but the coverage/value is considered superior, the Union must be in concurrence with the proposed change before this change will be implemented.
- As Neecheewam is not the Plan Sponsor of the current Benefit Plan, in the event of major changes or termination of the Plan, the Employer shall immediately advise the Union of the impending changes/termination and will discuss a contingency plan for the continuation of benefits.
- In the event of a severe funding reduction to the Employer, the Employer shall immediately advise the Union of the impending reduction and will discuss a contingency plan for the continuation of benefits.

#### **Article 29 Educational Leave**

- 29:01** Where the Employer requests that an employee engage in any course of study, the Employer shall bear the full costs related to such course.

### Article 30 Temporary Appointment

**30:01** Where the Employer directs **an employee** to temporarily take over and perform the full duties and responsibilities of a **Team Leader** position for a period of eleven (11) or more consecutive working days then the **employee** shall be paid **at the Team Leader rate of pay.**

### Article 31 Sexual Abuse/Sexual Harassment/Harassment Allegations

**31:01** The Union and Employer agree that everyone is entitled to a respectful workplace.

**31:02** Sexual abuse/sexual harassment/harassment will not be tolerated in the workplace. Any employee who feels subjected to unwanted/untoward behaviour may file a complaint **with the Executive Director/Designate or the Neecheewam Board of Directors in the event the complaint is regarding the Executive Director/Designate.**

**31:03** The **Executive Director/Designate or** Board of Directors will endeavour to resolve the matter in an expeditious and confidential manner.

**31:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

**31:05** The **Executive Director/Designate or** Board of Directors, 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 President's opinion may be necessary.

**31:06** Where the **Executive Director/Designate or** Board of Directors determines that a complaint has been made for frivolous or vindictive reasons, the **Executive Director or** Board of Directors shall have the authority to **take disciplinary action up to and including termination.**

## Article 32 Seniority

**32:01** “Seniority” means the length of service with the Employer as defined in this Article provided such service has not been broken by termination of the employees.

**32:02** Seniority for service shall include only the following:

- (a) Accumulated service;
- (b) Periods of Workers Compensation;
- (c) Periods of Maternity Leave and/or Parental Leave, and Compassionate Care Leave;
- (d) Periods of Adoptive Parent Leave;
- (e) Any other approved leaves without pay to a maximum accumulation of one hundred sixty (160) hours in a calendar year;
- (f) Regular paid time with employers/organizations that amalgamated with the Employer.

**32:03** An employee will lose all seniority when the employee:

- (a) Resigns;
- (b) Retires;
- (c) Is dismissed and not reinstated;
- (d) Dies;
- (e) Is permanently laid off;
- (f) Accepts a position outside the bargaining unit. Should the employee return to a position in the bargaining unit **they** shall be credited with such seniority as had been previously attained.

- 32:04** An employee who is temporarily assigned to a position outside the bargaining unit shall continue to accrue seniority and shall pay union dues.
- 32:05** A seniority list will be prepared by April 1 of each year by the Employer based on service up to and including December 31 of the previous year. The list will be posted at work locations as determined by the Employer and a copy forwarded to the Union office.
- 32:06** A seniority list will be prepared for the following types of employees by classification groupings in order of seniority:
- (a) Full-time;
  - (b) Part-time.
- 32:07** Grievances concerning the calculation of seniority must be filed at Step 2 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year which the seniority list is posted.

### **Article 33 Labour Management Committee**

- 33:01** A Labour Management committee will be created and maintained to discuss issues of common concern.
- 33:02** The committee will be composed of up to four (4) bargaining unit members chosen by the Union and the Executive Director and other management members chosen by the Employer.
- 33:03** The Committee will meet up to four (4) times per year with a minimum of two (2) meetings per year at a mutually agreeable location, time and date. The parties will exchange agendas prior to the meeting if possible.
- 33:04** Time spent by the Union members attending the meetings will be considered as time worked and will be paid at straight time rates of pay and will not result in overtime.

### Article 34 Interest Arbitration

34:01 In the event that the parties are unable to reach an agreement through the bargaining process, either party may refer outstanding issues to a sole arbitrator as outlined in Article 19:03. Article 19:04 shall not apply in instances where issues related to bargaining have been referred to arbitration by either party.

### Article 35 Spiritual Health

35:01 An employee shall be entitled to take up to three (3) spiritual health days off per fiscal calendar year (April 1 to March 31) with pay.

35:02 Spiritual health days shall be deducted from available sick leave credits. An employee must have accumulated sufficient sick leave credits to cover any spiritual health days taken. In the event the employee's sick leave credits are exhausted, the employee may use accrued vacation time. In the event the employee has no sick leave or vacation time available, the Employer may grant the time off without pay. Approval of such time off will be subject to operational requirements.

35:03 Spiritual health days shall not carry over from year to year.

35:04 An employee may request time off under this Article for a one (1) hour consultation appointment should they wish to consult with Neecheewam Inc.'s Spiritual Care Advisor for personal reasons. Such an appointment may take place on work time without deduction from sick leave or accrued vacation with prior approval from the Employer. Approval shall not be unreasonably denied.

### Article 36 Conduct of Employees

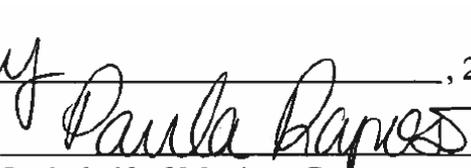
36:01 Each employee shall observe standards of behaviour consistent with the employee's function and role as an employee of Neecheewam Inc. and in compliance with the terms of this Agreement.

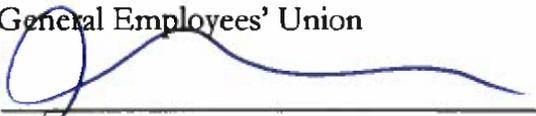
IN WITNESS WHEREOF a representative of Neecheewam Inc. has set their hand for and on behalf of Neecheewam Inc., and a representative of Manitoba Government and General Employees' Union has set their hand for and on behalf of Manitoba Government and General Employees' Union.

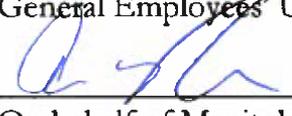
Signed this 8 day of May, 2020.

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
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On behalf of Manitoba Government and  
General Employees' Union

  
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On behalf of Manitoba Government and  
General Employees' Union

**Memorandum of Agreement No. 1**

between

**Neecheewam Inc.**

and

**Manitoba Government and General Employees' Union**

**Re: Extended Hours of Work**

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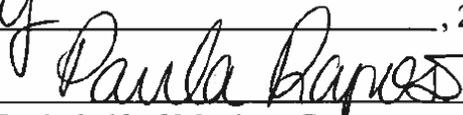
Notwithstanding the Employment Standards Act, the parties agree that the current practices regarding the extended hours of work shall be maintained during the life of the Agreement.

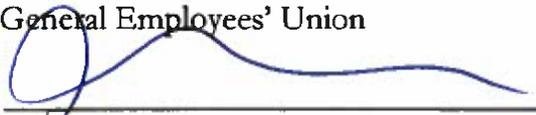
Schedules may be changed only by mutual agreement of the parties.

Signed this 8 day of May, 2020.

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

**Memorandum of Agreement No. 2**

between

**Neecheewam Inc.**

and

**Manitoba Government and General Employees' Union**

**Re: Pension Plan**

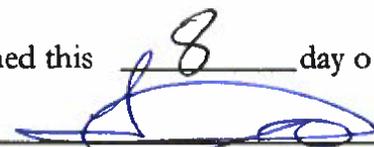
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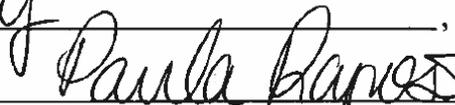
The Employer agrees to contribute to the Pension Plan (London Life Pension Policy No. 54297, Division 2) for the duration of the Collective Agreement.

The Employer shall match employee contributions on the following basis:

<u>Employer Contribution</u>	<u>Employee Contribution</u>
4%	4%

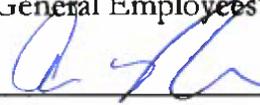
Signed this 8 day of May, 2020.

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

**Letter of Understanding**

between

**Neecheewam Inc.**

and

**Manitoba Government and General Employees' Union**

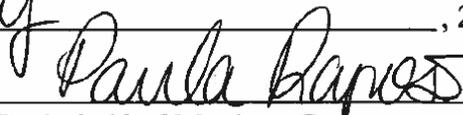
**Re: Article 20**

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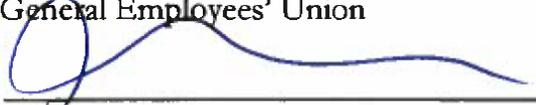
It is agreed between the parties that during the life of this Agreement, Articles 20:03 and 20:04 are not applicable.

Signed this 8 day of May, 2020.

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
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On behalf of Neecheewam Inc.

  
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On behalf of Manitoba Government and  
General Employees' Union

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

**Letter of Understanding**

between

**Neecheewam Inc.**

and

**Manitoba Government and General Employees' Union**

**Re: Article 5**

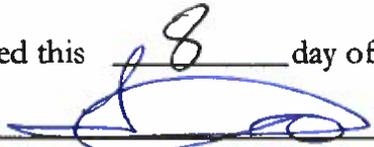
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The parties agree that management has the right during the life of the Collective Agreement to draft and implement policies that may affect the operations.

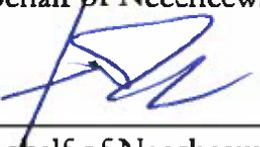
This includes amending current policies or cancelling outdated policies that are no longer relevant.

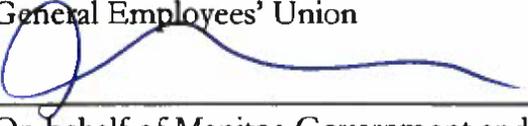
Management agrees any amended and/or new policies will be consistent with the terms and conditions of the Collective Agreement as a whole.

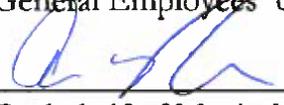
Signed this 8 day of May, 2020.

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
\_\_\_\_\_  
On behalf of Neecheewam Inc.

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

  
\_\_\_\_\_  
On behalf of Manitoba Government and  
General Employees' Union

**Appendix A – Salary Schedule****Youth Care Worker**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
16.02	16.57	17.20	17.92	18.63	19.29	19.98	20.71	21.54	22.35

**Team Leader - \$23.35**

In the case of a surplus in any fiscal year of this Agreement the Employer agrees to provide employees with a one-time year end salary adjustment to be agreed by the parties.