

# **Collective Agreement**

*between*

**Nisichawayasihk Personal Care Home**

*and*

**Manitoba Government and General Employees' Union**

**Local 367**

**April 1, 2016 to March 31, 2018**



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

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

This Agreement made this 27<sup>th</sup> day of April, 2017

between

**Nisichawayasihk Personal Care Home**  
(hereinafter referred to as the “Care Home”)

of the first part

and

**Manitoba Government and General Employees’ Union**  
(hereinafter referred to as the “Union”)

of the second part.

### **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 Nisichawayasihk Personal 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, 2016** to **March 31, 2018**.

**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. 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 under specific certificates, or as may be granted voluntary recognition by the Care Home and identified in the Salary Schedule.

### **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 relationship, mental/physical handicap, 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 Nisichawayasihk Cree Nation members and/or members of other First Nations.
- 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 and shall further include the definition of harassment set out in the Centre's Harassment Policy.
- 5:06** The parties recognize that the problem of harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace.
- 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 Executive Director. The complaint shall be marked "Personal and Confidential".
- 5:08** The Executive Director 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.
- 5:10** The Executive Director, 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 Executive Director's opinion may be necessary.

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

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

## **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 Nelson House.
- (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 one (1) employee 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** 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.
- 6:04** 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.

### **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 sixty (60) days in advance of any plan to contract out work being performed by the employees, except in an emergency beyond control of the Care Home. The Care Home and the Union shall explore all other 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 Executive Director's permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement. The Executive Director 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 Executive Director.

### **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 leave of absence 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 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 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, 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 Nurse in Charge or Executive Director. 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 make exceptions to provide this information if circumstances permit, upon request from the employee.
- 15:04** The 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 time to the end time.
- 15:06** The Executive Director or designate must approve interchanging of scheduled shifts and overtime prior to an employee working overtime. Unauthorized overtime will not be paid.

## **Article 16 Promotions**

- 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 all 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 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, the most senior applicant shall be awarded the position, subject to the Care Home's hiring practices, stated in Article 5:03 (Discrimination and Sexual Harassment).

It is recognized that the Care Home can apply hiring preferences in favour of Nisichawayasihk Cree Nation members and/or members of other First Nations

- 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 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.

### **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.
- 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 a majority of Health Care Aides whose schedule is affected, the Union representing those Health Care Aides 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 four (4) 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.
- 17:07** It is understood that any change in shifts or days off initiated by the Health Care Aides and approved by the Care Home 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 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.
- (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.

### **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 or twelve (12) hours, if the employee is on a twelve (12) hour shift rotation.
- (b) Daily overtime, for part time employees, is only payable when the employee has worked beyond eight (8) hours in a day or twelve (12) hours, if the employee is on a twelve (12) hour shift rotation.

**18:03** Overtime shall be compensated at one and one-half times (1½x) the employee's regular hourly rate of pay.

**18:04** By mutual agreement between the Care Home and the employee overtime shall be compensated by granting time off, in lieu of overtime, at applicable

overtime rates. Such time shall be taken by the employee prior to March 31 of any year. If banked overtime hours accumulate to forty (40) hours, the employee must arrange with the Care Home to use the banked hours. Failure to do so will result in the Care Home scheduling the banked time off.

- (a) Mutual agreement between the employee and the Care Home must be reached for the employee to select the banked overtime day(s) off, otherwise the Care Home can schedule the day(s) off as indicated in Article 18:04. When the employee is selecting the time off, there must be mutual agreement before shift schedule is posted.
- (b) A maximum of forty (40) hours may be banked at any one (1) time.
- (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 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**

- 19:01** Employees shall be paid according to the Salary Schedule.
- 19:02** General wages increases shall be applied to all classifications **April 1, 2016 and April 1, 2017.**

### **Article 20 Education**

- 20:01** Requests for education leave or to take courses (correspondence or class attendance) shall be submitted in writing to the Executive Director. 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 five (5) consecutive days or more without prior approval from the Executive Director, 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, forty-two (42) 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 such notice shall be confirmed by registered mail to the employee. 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 valid reason 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.

- 22:08** Employees laid off shall be placed on a re-employment list, with a copy furnished to the Union and shall be called back to work as required beginning with the most senior employee 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 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 of her choice; who is so named in the request, the personnel file kept by the Care Home for that employee.
- 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 Executive Director 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 Executive Director 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 of the employee’s choice to discuss the matter.
- 23:04** The Executive Director shall be the only individual authorized by the Care Home to issue references to prospective Care Home.

## **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 Executive Director to leave her/his duties in order to process grievances; she/he shall report to the Executive Director upon her/his return; she/he shall be granted this permission when, in the opinion of the Executive Director, it will not prejudice 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 Executive Director, 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 Executive Director. The Executive Director 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 1 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's Board of Directors and the Board shall ensure a written response within ten (10) days of receipt of the written grievance.

The Board of Directors 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 document 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 Executive Director, 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 with another Care Home 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 an Employee or 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 be given permission to be absent from work and shall 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 a disk/electronic version of an arbitration award.

#### **Article 27 Shift Premium and Weekend Premium**

- 27:01** Employees required to work the majority of their hours on any shift between 12:00 a.m. and 8:00 a.m., shall be paid a night shift premium of fifty-five cents (\$0.55) per hour for that shift.
- 27:02** A weekend premium of one dollar (\$1.00) per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 12:01 a.m. on Saturday and 12:00 midnight on the following Sunday.

#### **Article 28 Northern Allowances**

- 28:01** Employees shall receive six percent (6%) northern allowance pay on all regular pay paid biweekly, to a maximum of ninety dollars and twelve cents (\$90.12) (Single Rate) and one hundred fifty-six dollars and ninety-nine cents (\$156.99) (Family Rate).

## Article 29 General Holidays

**29:01** The following Shall be recognized as general holidays:

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

**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 as many 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) her regularly hourly rate of pay for each hour worked and in addition he/she shall also receive her general holiday pay.

**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 four (4) years of employment: Ten (10) working days.
- Commencing the fifth year of employment: Fifteen (15) working days.
- Commencing the tenth year of employment: Twenty (20) working days.
- 30:03** An Employee who has completed less than one (1) year of employment at March 31 shall be entitled to a paid vacation at the prorated rate of point eight-three-three-three-three (.83333) days per month worked, however unless otherwise mutually agreed, the Care Home is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment.
- 30:04** For the purpose of determining the paid vacation entitlement, 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, recognizing that five (5) vacation days equal one (1) calendar week. 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 approved by Employees switching the shifts and submitted in writing to the Executive Director for approval.
- 30:07** Employees shall not be paid for any vacation granted in excess of their actual earned vacation.

- 30:08** (a) Part-time employees shall earn vacation on a prorata basis in accordance with this formula:

$$\frac{\text{Hours paid at regular rate of pay}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$$

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

- (b) Part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee as per Article 30:08 on a prorated basis.

- 30:09** The Care Home will provide vacation entitlement lists not later than April 30 each year. An employee must give as much advance notice of vacation requests as possible, and in any event not less than one (1) months' notice. 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 Employees' vacation requests conflict, priority will be given to those Employees having the most seniority within each occupational classification.

- 30:10** Upon termination of employment in accordance with Article 21 (Resignation) an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken.

Ten (10) days per year: Four point zero percent (4.0%) of basic pay.

Fifteen (15) days per year: Six point zero percent (6.0%) of basic pay.

Twenty (20) days per year: Eight point zero percent (8.0%) of basic pay.

- 30:11** Where an employee is absent for up to one (1) year due to compensable illness or injury for which compensation is paid under The Workers Compensation Act, he/she shall continue to earn vacation credits.

### **Article 31 Sick Leave**

- 31:01** Nisichawayasihk Personal Care Home has a Group Insurance Plan through Sun Life Financial. Please refer to this plan for eligibility and details regarding paid sick leave.

### **Article 32 Bereavement Leave**

- 32:01** Bereavement leave of up to four (4) 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, former legal guardian, fiancé, aunt, uncle, niece, nephew and any other relative who permanently resided in the same household at the time of death. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or four (4) calendar days following the death, whichever is the greater.
- 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.

**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 Executive Director.

**33:02** **Parenting Leave**

Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

(i) **Maternity/Parental Leave**

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of up to thirty seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must have completed seven (7) months employment as of the intended date of leave unless otherwise agreed to by the Care Home.
- (b) A written request must be submitted not later than the end of the twenty-second week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Care Home will have the right to place the employee on maternity leave.

- (d) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Care Home.

(ii) Parental Leave - Paternity

An employee shall receive parental leave without pay of up to thirty seven (37) weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed seven (7) months employment as of the date of the intended leave.
- (c) He submits to the Care Home 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.
- (d) Parental leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) Parental Leave - Adoption

An employee shall receive parental leave of up to thirty seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An 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.
- (c) An employee has completed seven (7) months employment as of the date of the intended leave.

- (d) Parental leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (iv) An employee may end her parental leave earlier than the thirty seven (37) weeks by giving the Care Home written notice at least three (3) weeks, before the day the employee wishes to end the leave. On return from maternity and/or parental leave, the employee shall be placed in her former classification and shift schedule at the same increment step.

### **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:

- (i) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (ii) 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.
- (iii) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.
- (iv) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (a) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (1) The day the certificate is issued; or
    - (2) If the leave was begun before the certificate was issued, the day the leave began; and

- (b) The family member requires the care or support on one (1) or more family members.

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

- (v) A family member for the purpose of this Article shall be defined as:
  - (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;
  - (d) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (vi) An employee may end their compassionate leave earlier than eight (8) 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.
- (vii) Seniority shall accrue as per Article 13 (Seniority).

### **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.

#### **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** Employees will progress from one (1) step to the next step on the appropriate wage grid on **April 1, 2016 and April 1, 2017**.
- 34:04** 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 documented evidence of deteriorating work performance on the part of an employee and suspects alcohol and/or drug addiction to be involved, the Executive Director may make a mandatory referral of that employee to a physician and/or a professionally trained practitioner.
- 35:03** If the employee does not keep the physician's and or practitioner's appointment or enter into prescribed treatment, normal disciplinary action may be taken.

- 35:04** The confidential nature of the medical records of employees with alcohol and/or drug problems will be treated in the same 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 Executive Director of the Care Home.
- 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** Technological change shall mean the introduction by an Care Home into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Care Home carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change, which will displace or affect the classification of employees in the bargaining unit, the Care Home shall provide ninety (90) days' notice to the Union of such change. The Care Home and the Union shall meet with a view to discuss any foreseeable effects and/or repercussions that the change may have on employees within the bargaining unit. The Care Home shall endeavour to eliminate any negative impact that the change(s) may have on the employees in the bargaining unit.

**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 in consultation with the Union.

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

### **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.
- (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) herein applies only with respect to the terms of this Article.
- (i) Where a casual employee follows a pre-determined schedule on a regular basis for a period of three (3) 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.

- 38:02** Casual employees shall accrue seniority for hours worked only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit.
- (a) Subject to Article 38:02(b) and (c), casual employees will receive payment for one (1) orientation day following the completion of every four (4) shifts worked. The Care Home shall determine the number of orientation days required.
  - (b) Should the above-noted casual employee, within eighteen (18) calendar months of obtaining a casual employment status, obtain a permanent or term full-time or part-time position in any unit or department, she/he shall be paid her/his outstanding orientation pay at regular rates on her/his first pay cheque subsequent to obtaining the said position.
  - (c) When the orientation is six (6) days or greater, the casual employee shall be paid two-thirds ( $\frac{2}{3}$ ) of the orientation period at the time of taking the orientation. The outstanding unpaid orientation period shall be subject to the recovery process outlined above.

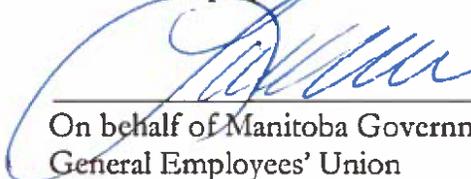
IN WITNESS WHEREOF A representative of Nisichawayasihk Personal Care Home has hereunto set their hand for, and on behalf of, Nisichawayasihk Personal Care Home; and Laura Nelson, Staff Representative of Manitoba Government and General Employees' Union has set her hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 27<sup>th</sup> day of April 2017.

  
On behalf of Nisichawayasihk Personal Care Home

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Nisichawayasihk Personal Care Home

  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Understanding**

between

**Nisichawayasihk Personal Care Home**

and

**Manitoba Government and General Employees' Union**

**Re: Term Positions**

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Where the need for a term position arises, a term position shall be for a specific period of time or until completion of a particular project. Term positions shall be for a maximum duration of one (1) year, unless this period is extended with the agreement of the Union.

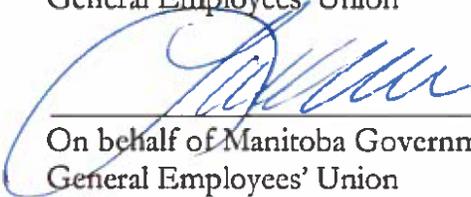
Where the Care Home determines that a term position as described above exists, the position shall be posted in accordance with Article 16 (Promotions) and all qualified employees may apply for the term position. Upon completion of the term position, the employee shall be returned to their former position.

Signed this 27<sup>th</sup> day of April 2017.

  
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On behalf of Nisichawayasihk Personal  
Care Home

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

  
\_\_\_\_\_  
On behalf of Nisichawayasihk Personal  
Care Home

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

**Memorandum of Understanding**

between

**Nisichawayasihk Personal Care Home**

and

**Manitoba Government and General Employees' Union**

**Re: Civil Liability**

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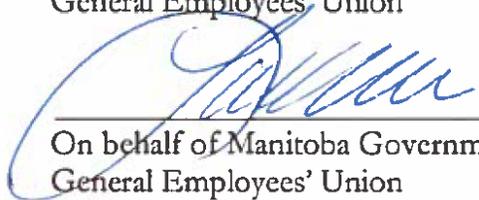
Upon written request from the Union, the Care Home will meet with the bargaining unit representatives to outline current civil liability coverage for MGEU employees.

Signed this 27<sup>th</sup> day of April 2017.

  
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On behalf of Nisichawayasihk Personal  
Care Home

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

  
\_\_\_\_\_  
On behalf of Nisichawayasihk Personal  
Care Home

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

## Appendix “A” - List of Out of Scope Employees

- Executive Director
- Finance Comptroller
- Administrative Assistant
- Maintenance Person
- Activities Director
- Dietitian
- Occupational Therapist
- Physiotherapist
- Social Worker

### Salary Schedule

Classification	Wages	April 1, 2015	April 1, 2016	April 1, 2017
Head Cook	Hourly	16.28	17.91	18.45
	Annual	33,860.18	37,246.20	38,363.59
Dietary Aide	Hourly	14.87	16.36	16.85
	Annual	30,924.45	34,016.90	35,037.41
Dietary Aide (Untrained)	Hourly	12.37	13.61	14.02
	Annual	25,738.13	28,311.94	29,161.30
Housekeeping	Hourly	14.87	16.36	16.85
	Annual	30,930.63	34,023.69	35,044.40
Health Care Aide (Trained)	Hourly	17.57	19.33	19.91
	Annual	36,565.01	40,221.51	41,428.16
Health Care Aide (Untrained)	Hourly	14.11	15.52	15.99
	Annual	29,335.19	32,268.71	33,236.77
Activity Aide (Certified)	Hourly	17.57	19.33	19.91
	Annual	36,553.10	40,208.41	41,414.66
Activity Aide (Uncertified)	Hourly	14.11	15.52	15.99
	Annual	29,335.19	32,268.71	33,236.77
Laundry Aide	Hourly	14.87	16.36	16.85
	Annual	30,930.63	34,023.69	35,044.40