

Collective Agreement

between

Pinaow Wachi Personal Care Home

and

Manitoba Government and General Employees' Union

Local 423

April 1, 2019 to March 31, 2022

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*All changes appear in **bold**.

Article 1 Purpose of Agreement

1:01 It is the desire of both parties to this agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Pinaow Wachi 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, **2019** to March 31, **2022**.

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 In Manitoba Labour Board Certificate No. (MLB 6939).

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.
- 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 of the occupational classifications described in Schedule "A"- Wages and Classifications.

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 “term employee is one employed for a defined term, at the end of which any and all obligations as between the Care Home and the employee are ended. Unless otherwise agreed, Term employees are eligible for pension and benefits subject to the terms of the plans put in place by the Care Home. Term employees accrue seniority which shall remain in place for a period of four (4) months following the termination of employment of a term employee at the end of their term.

(c) A “casual” employee is one called in occasionally by the Care Home to replace an absent employee or supplement regular employee coverage.

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 “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 subject to 5:03 below 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, family relationship, mental/physical disability, gender identity, source of income, social disadvantage, nor by reason of **their** membership or non-membership or activity in the Union.

5:03 It is recognized that the **Employer will make it a priority to hire Norway House Cree Nation members, and secondly, can apply hiring preferences to residents of Norway House, Manitoba. In the event that the Employer has exhausted the first and second recruitment options noted above without success, the Employer will consider potential applicants through an external advertisement.**

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.

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 and Stewards of the local for purpose of attending at local meetings.
 - (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 Bi- annual Convention of the Union for attendance at such Convention.
 - (e) To attend the negotiations of this collective agreement.
- 6:02** 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.
- 6:03** 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 part of a bulletin board in the workplace equal in size to that allocated to any other union, 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 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, bi-weekly and hourly wage of each employee within the bargaining unit.

Article 9 Contracting Out

- 9:01** In the event the Care Home contracts out bargaining unit work, it shall give 60 days' notice to the Union and consult with the Union with a view to minimize the negative impact on affected employees.

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 Schedule "A" – Wages and Classification of this agreement.
- 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 Administrator's permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement. The Administrator 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 Administrator.

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, lay-off 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- Lay Off;
- (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 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 clause 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 **their** performance or with regard to a disciplinary matter involving **them**, and at any time during the meeting(s) the employee feels that **they** require a Representative to be present, **they** 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 Administrator or **their** designate. An employee will be notified of any changes to their work schedule or time card
- 15:03** The Care Home will provide a statement to an employee of **their** sick leave, vacation and/or banked overtime upon request of the employee, within a reasonable period of time of the request.
- 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 Administrator or Designate must approve interchanging of scheduled shifts and overtime prior to an employee working overtime. Unauthorized overtime will not be paid.

Article 16 Vacancies

- 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 internally 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. After posting internally the Care Home may fill the new position or vacancy externally if it remains unfilled.
- 16:02** 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) possesses all qualifications required for the position as well as satisfactory prior work performance. Where there are two applicants from within the bargaining unit whose qualifications and work performance are equal, seniority shall be the deciding factor subject to the Care Home's hiring practices stated in Article 5:03.
- 16:03** The first one (1) calendar month for full time employees following an employee's promotion or transfer from one position to another, will be considered to be a trial period. During the trial period the employee or the Care Home may return to **their** former position at the Care Home in which case the Union will be notified.
- 16:04** 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.
- 16:05** 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** Shifts may be **seven and one-half (7.5) hours per day for an average of seventy-five (75) hours per two (2) week period, ten (10) hours per day for an average of seventy (70) hours per two (2) week period, or twelve**

(12) hours per day for an average of seventy-eight (78) hours per two (2) week period.

- 17:02** Lunch hours shall be one-half (0.5) hour in duration and shall be unpaid except for employees working twelve (12) hour shifts in which case they shall receive two (2) paid lunch periods per shift and employees working ten (10) hour shifts in which case they shall receive one (1) hour unpaid lunch period.
- 17:03** Employees shall receive two (2) rest periods of fifteen (15) minutes duration for each shift, regardless of the duration of the shift.
- 17:04** Shift schedules will be posted at least one (1) week 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, subject to operational requirements.
- 17:05** 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, including but not limited to any overtime cost. All requests for inter-changes in shifts or requests for days off must be pre-approved by the Care Home. Requests due to extenuating circumstance shall be brought to the Care Home immediately; such approval shall not be unreasonably withheld.
- 17:06** The Care Home shall have discretion to alter shift patterns as operationally required. However, in the event of a shift schedule pattern change the Care Home shall consult with the affected employees and the Union.

Article 18 Overtime

- 18:01** Overtime shall be pre-authorized time worked in excess of an employee's normal daily shift.

- 18:02** Where possible authorization must be obtained prior to the start of any overtime worked. Where prior authorization is not possible authorization must be sought by the employee working the overtime at the earliest opportunity thereafter such authorization not to be unreasonably denied.
- 18:03** Overtime shall be compensated at one and one-half (1.50) times the employee's regular hourly rate of pay and employees may choose to have it paid or banked. The Care Home has the right to require an employee to work overtime if operationally required.
- 18:04** Banked overtime shall be taken by the employee prior to March 31st of any year and must be pre-authorized. If banked overtime hours accumulate to thirty-seven and one-half (37.5) hours, the employee must arrange with the Administrator to use the banked hours. Failure to do so will result in the Care Home scheduling the banked time off.
- 18:05** Overtime shall be distributed as equitably as possible amongst those qualified employees who normally perform the work.

Article 19 Pay Plan/Wage Rates & Classifications

- 19:01** The wage grids and classifications for permanent full-time and permanent part-time employees are attached hereto as Schedule "A" – Wages and Classifications and form part of this collective agreement. Employees shall be paid according to this Schedule.
- 19:02** 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.
- 19:03** Casual employees will be paid in accordance with Schedule "A" – Wages and Classifications attached hereto and forming part of this collective agreement.

Article 20 Education

20:01 Requests for education leave or to take courses (correspondence or class attendance) shall be submitted in writing to the Administrator. Such requests will be considered on an individual basis. All such requests are always subject to operational requirements of the Care Home.

Article 21 Resignation

21:01 Where an employee wishes to resign, **they** shall give written notice, no less than two (2) weeks in advance specifying the last day at work to perform **their** regular duties.

21:02 When an employee terminates employment in accordance with 21:01 the employee shall receive from the Care Home on the pay day following the last day referred to in 21:01 above, payment of all or any wages, and any other benefits **they are** 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 Administrator, and has not contacted their immediate Supervisor, 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 Lay off and Recall

22:01 Except for circumstances beyond the control of the Care Home, twenty-eight (28) calendar days' notice of the date of a layoff in excess of four (4) weeks duration shall be given to employees.

22:02 Layoffs shall be on the basis of seniority within a classification beginning with the most junior employee in that classification and ascending as required from there, subject only to more senior employees being qualified, competent and willing to perform the required work.

- 22:03** To be eligible for recall, employees must file their name and phone number with the Care Home at the time of layoff. Employees must also notify the Care Home of any change of address or phone number during the period of layoff.
- 22:04** No new employees shall be hired in a classification until those laid off from that classification have been given an opportunity for recall to that classification.
- 22:05** Employees shall be recalled by phone and no less than two (2) calls shall be made to the most recent phone number on the employee's personnel file. The employee must be prepared to begin work at a time required by the Care Home. An employee being placed on the recall list who is subsequently recalled to work and who fails to report for duty as scheduled without a valid reason shall have **their** 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 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** Where an employee is required by some other Employer to give notice of resignation up to one (1) week shall be allowed to report to work for the Care Home.
- 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 **them**, in another classification, provided **they are** capable of performing the required duties of that position.

Article 23 Employee Performance Review and Employee Files

- 23:01** Upon written request to **their** immediate supervisor, an employee shall have the right to examine, along with a Union representative of **their** choice; who is so named in the request, the personnel file kept by the Care Home for that employee. The administrator or **their** designate may be in attendance.
- 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 **their** own comments in a space provided on the form prior to **them** 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 Administrator for the review of any documents pertaining to disciplinary action and or unsatisfactory reports contained in **their** personnel file which the employee alleges to be untrue. The Administrator shall take whatever steps **they** deem necessary to investigate the reasons for the request and prior to a decision and shall communicate the decision to the employee and the Union.
- 23:04** The Administrator shall be the only individual authorized by the Care Home to issue a confirmation of employment.

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 **them** that the Care Home has made a decision to discipline the Employee. The **Employer shall notify the Employee of their right** 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 may 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 Administrator to leave **their** duties in order to process grievances; **they** shall report to the Administrator upon **their** return; **they** shall be granted this permission when, in the opinion of the Administrator, it will not prejudice care or require any staff replacement in either area. **They** shall not suffer loss of salary when engaged in such activities during regular working hours.

25:05 **Step One**

An Employee shall, within fifteen (15) days of the occurrence of the grievance, attempt to resolve the grievance through discussion with the Administrator, and if the matter is not settled to her/his satisfaction the Union may proceed with a written grievance within a further ten (10) days.

25:06 **Step Two**

The Administrator shall reply in writing within ten (10) days of receipt of the written grievance.

- 25:07** For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.
- 25:08** 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.
- 25:09** Subject to the provision of 25:08 above, 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.
- 25:10** Subject to 25:08 above, 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.
- 25:11** No notice or payment in lieu thereof is required where an employee is dismissed with just cause.

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 Administrator, 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 26:01 above, 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 **their** 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 lay-off, 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 lay-off, 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** 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 Premiums

- 27:01** Employees shall receive a premium of **\$0.55** per hour for every hour worked outside of 8:30am to 4:30pm Monday to Friday, or portion thereof.
- 27:02** **Employees shall receive a premium of \$0.55 per hour for every hour worked on Saturdays and Sundays, or portion thereof.**

Article 28 General Holidays

- 28:01** The following shall be recognized as General holidays:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	*Truth & Reconciliation Day (September 30)
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day (July 1)	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

***Truth and Reconciliation Day is effective September 30, 2021.**

28:02 Aboriginal Holidays

Aboriginal Day (June 21) and **Aboriginal Justice Awareness Day (last Friday of February) and Aboriginal Veterans Day (November 8)** are recognized Aboriginal holidays. If an employee works on an Aboriginal holiday the overtime rate will not be paid but they will receive an alternate regularly scheduled day off to be taken by mutual agreement at the earliest opportunity.

28:03 An employee shall be paid one and one half (1.5) times their regularly hourly rate of pay for each hour worked on a general holiday and will receive an alternate regularly scheduled day off to be taken by mutual agreement at the earliest opportunity.

28:04 Where a General or Aboriginal 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.

28:05 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.

28:06 Part time employees will be compensated at one and a half (1.5) times for all hours worked on a holiday listed in Article 28:01.

Article 29 Vacation

29:01 The vacation year shall be from the 1st day of April in one (1) year to the 31st day of March the next year.

29:02 Annual vacation shall be earned at the rate of:

First three (3) years of employment

Fifteen (15) working days

Commencing the fourth (4th) year of employment Twenty (20) working days

Commencing the tenth (10th) year of employment Twenty-five (25) working days

- 29:03** The Care Home is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment.
- 29:04** 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.
- 29:05** 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 1st to March 31st 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.
- 29:06** Any trading of scheduled vacation periods must be approved by Employees switching the shifts and submitted in writing to the Administrator for approval.
- 29:07** Employees shall not be paid for any vacation granted in excess of their actual earned vacation.
- 29:08** 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.
- 29:09** Upon termination of employment an employee shall be paid any earned but unused vacation credits as per The Employment Standards Code.

Article 30 Sick Leave

30:01 Full time employees will accrue paid sick leave at the rate of one and one-quarter (1.25) days per month. The Care Home reserves the right to require medical certification as it deems appropriate in the circumstances.

Article 31 Bereavement Leave

- 31:01** (a) For employees who have completed four (4) months of continuous employment, they shall be entitled to leave with pay up to a maximum of three (3) working days in the event of death of any member of **their** immediate family. Immediate family is defined as father, mother, brother, sister, spouse (common-law included), child, ward of the employee, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law-, father-in-law, brother-in-law, sister-in-law, **aunt, uncle**, member of the employee's immediate household or persons with whom the employee permanently resides.
- (b) An additional two (2) days with pay may be allowed for travelling time if warranted. Immediate supervisor must approve these additional days.
- (c) Up to two (2) or more additional days leave without pay or against bank time or vacation shall be issued to the employee if special circumstances warrant (this does not include circumstances as described in paragraph (b) above). These special circumstances shall be determined on an individual basis and will be at the discretion of the employer.
- (d) An employee may request special leave of one (1) day to attend a funeral or act as a pallbearer in the event of the death of a close friend, **first cousin** or relative. Payment of wages for such time taken shall be at the discretion of the employer.

Article 32 Leave for Other Reasons

32:01 A leave of absence may be granted at the discretion of the Administrator upon written application.

32:02 Parenting Leave

Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave. An employee shall be granted leave of absence for up to **eighty-six (86)** weeks where **they** qualify for Parenting Leave.

(a) Maternity Leave

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

- (i) A written request must be submitted **four (4) weeks** before the intended date of the leave.
- (ii) If requested by the employee unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
- (iii) The Care Home is entitled to require an employee to stop work if the state of **their** health becomes incompatible with the requirements of the job. **The Employer will require medical documentation in an attempt to provide an accommodation. The Employee shall present medical documentation when an accommodation is requested.**

(b) 1. Parental Leave

- (i) In order to qualify for Parental leave an employee must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of **the** newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave) or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Care Home an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.

- (iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Care Home is kept informed of the progress of the adoption proceedings.
 - (iv) An employee who qualifies in accordance with (i), (ii), and (iii) will be granted Parental Leave without pay for a continuous period of up to **eighty-six (86)** weeks inclusive of vacation as specified in (B2) below. If requested by the employee, extensions to leaves under this clause will be granted in accordance with Article 32:01
2. (i) Except as outlined below, any employee must use current annual vacation (which was earned during the previous vacation year) during the current vacation year. If the current vacation is not used, then the Care Home has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.
- (ii) Where Parenting Leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.
 - (iii) Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).
 - (iv) Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.
3. Subject to 4 below, Parental Leave must commence no later than **eighteen (18) months after the** date of birth or adoption of the child

or of the date on which the child comes into actual care and custody of the employee.

4. Where the employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of Maternity Leave without a return to work unless otherwise approved by the Care Home.
5. Three (3) days of paid leave of absence [twenty-two and one half (22.5) hours] shall be granted to a full time employee prior to the commencement of Maternity, Paternal or Adoption Leave or at the time of the birth or adoption of a child. If the employee is taking Maternity, Parental or Adoption Leave the employee will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week of the Maternity, Parental or Adoption Leave commences.
6. An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Care Home written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the **day** the employee wants to end the leave.

32:03 Compassionate Care leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Care Home notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28)** weeks, which must end no later than

fifty-two (52)) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.

- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - A. The day the certificate is issued, or
 - B. If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support 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.
- (e) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;
 - (iv) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or the employee's spouse or common-law partner;
 - (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (vi) A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;

- (vii) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv), (v) and (vi);
 - (viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
 - (ix) **Any other person who is a member of a class of persons prescribed in the Manitoba Employment Standards Code Regulations for the purpose of this definition.**
- (f) Unless otherwise mutually agreed, an employee may end **their** Compassionate Care Leave earlier than **the expiry of twenty-eight (28)** weeks by giving the Care Home at least forty-eight (48) hours' notice. Any additional shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave Shifts – subject to forty-eight (48) hours' notice of cancellation.
- (g) Seniority shall be retained/accrued as per Article 13 – Seniority
- (h) Subject to provisions of Article 30:01, an employee may apply to utilize sick leave to cover part or all of **one (1)** week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of Compassionate Care Leave, the employee shall be eligible for Bereavement Leave as outlined in Article 31.

32:04 Public Office:

In the event an employee is nominated for public office **they** 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, **they** 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.

32:05 Employment Leave for Victims of Domestic Violence

The Employer agrees to recognize that employees sometimes face situations of violence or 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 can be linked to the abusive or violent situation. Time necessary to facilitate a leave for victims of domestic violence shall be as per the Manitoba Employment Standards Code and any future amendments thereto.

Article 33 Family Related Leave

- 33:01** An employee is eligible up to three (3) days of paid leave in each fiscal year as follows and will be charged to the employee's sick leave.
- (a) The leave shall be for the purpose of attending family responsibilities which are real, immediate and unavoidable and which necessitates the employee's absence from work;
 - (b) The family responsibilities of the employee could not reasonably be accommodated by someone else or in some other way or at some other time;
 - (c) The amount of leave is intended to cover the period until appropriate alternate arrangements can be made.
- 33:02** An employee sick leave accumulation under Article 31 will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Article 34 Employee Assistance Program

- 34:01** 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.

- 34:02** If an employee requires time off work for treatment, **they** will be eligible to use any sick leave credits as per Article 30 – 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.

Article 35 Technological Change

- 35:01** Technological change shall be dealt with as provided for in the Labour Relations Act.

Article 36 Workplace Safety & Health

- 36:01** 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.
- 36:02** The Care Home will provide its employees with safe working conditions, equipment and materials, and will continue to ensure that reasonable precautions are taken.
- 36:03** 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.
- 36:04** 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.

- 36:05** 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.
- 36:06** All employees have the right to refuse an unsafe working condition as per the Workplace Safety and Health Act.

Article 37 Casual Employees

- 37:01** A “casual employee” is one 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 bi-weekly at the rate of four percent (4%) of the regular hours worked in a bi-weekly pay period.
 - (b) Casual employees are paid in accordance with the salaries specified in Schedule “A”- Wages and Classifications.
 - (c) Casual employees are entitled to the shift premium(s) outlined in Article 27 – Premiums.
 - (d) Casual employees required to work on a general holiday shall be paid at the rate of time and one-half (1.5) their basic rate of pay plus amount equal to 5% regular wages earned in the previous four (4) weeks as per the Employment Standards Code.
 - (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.

37:02 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.

37:03 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.


Article 38 Pension Benefits

38:01 Pension and Benefits are available to all employees and are encouraged to register to ensure coverage to the extent of the plan(s) available.


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

The parties agree that this Agreement may be signed electronically and in counter-parts.

Signed this 24 day of, September 2021.




Pinaow Wachi Personal Care Home



Manitoba Government and General Employees' Union



Pinaow Wachi Personal Care Home



Manitoba Government and General Employees' Union

Schedule "A"

Wages and Classifications

Salary Scale

April 1, 2019 to March 31, 2022

Effective April 1, 2019 (2% Increase)

Classification	Status	Wage	Current
Health Care Aide	Full-Time/Term	Hourly	\$15.03
Activity Worker	Full-Time/Term	Hourly	\$15.03
Cook	Full-Time/Term	Hourly	\$17.55
Dietary Aide	Full-Time/Term	Hourly	\$15.03
Head Cook	Full-Time/Term	Hourly	\$19.75
Housekeeper	Full-Time/Term	Hourly	\$15.03
Laundress	Full-Time/Term	Hourly	\$15.31
Maintenance	Full-Time/Term	Hourly	\$15.03
Casual (all positions)		Hourly	\$12.48

Effective April 1, 2020 (3% Increase)

Classification	Status	Wage	Current
Health Care Aide	Full-Time/Term	Hourly	\$15.48
Activity Worker	Full-Time/Term	Hourly	\$15.48
Cook	Full-Time/Term	Hourly	\$18.08
Dietary Aide	Full-Time/Term	Hourly	\$15.48
Head Cook	Full-Time/Term	Hourly	\$20.34
Housekeeper	Full-Time/Term	Hourly	\$15.48
Laundress	Full-Time/Term	Hourly	\$15.77
Maintenance	Full-Time/Term	Hourly	\$15.48
Casual (all positions)		Hourly	\$14.74

Effective April 1, 2021 (3% Increase)

Classification	Status	Wage	Current
Health Care Aide	Full-Time/Term	Hourly	\$15.94
Activity Worker	Full-Time/Term	Hourly	\$15.94
Cook	Full-Time/Term	Hourly	\$18.62
Dietary Aide	Full-Time/Term	Hourly	\$15.94
Head Cook	Full-Time/Term	Hourly	\$20.95
Housekeeper	Full-Time/Term	Hourly	\$15.94
Laundress	Full-Time/Term	Hourly	\$16.24
Maintenance	Full-Time/Term	Hourly	\$15.94
Casual (all positions)		Hourly	\$14.74

2019-2020 2%

2020-2021 3%

2021-2022 3%

One time signing bonus of \$500 for permanent full-time employees as of April 13, 2021 (3 former staff are eligible for this as a sign of good faith as they were long standing employees).

NOTE:

1. So long as the following employees remain employed they will be red circled at their current wage rates as set out below and will receive no increases in their rates of pay until the regular rate for their position under this Schedule is equal to or greater than their current wage rate. Once this occurs they will receive the regular rate for their position from then on:
 - Violet Keam – Health Care Aide (\$17.29/hour)
 - Mary Jane Robertson – Health Care Aide (\$17.29/hour)
2. Untrained and/or uncertified employees working as Health Care Aides or Activity Workers shall be paid the casual rate until such time as they achieve the appropriate training and/or certification as reasonably determined by the Care Home.