

# **Collective Agreement**

between

**Macdonald Youth Services**  
**Youth Emergency Crisis Stabilization System**  
(hereinafter referred to as the “Employer”)

of the first part

and

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

of the second part

**April 1, 2005 - March 31, 2010**

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\* All changes are in **bold**.

## **Article 1 - Preamble**

**1:01** It is the purpose of both Parties to this Agreement to:

- (1) maintain harmonious relations between the Agency and its employees;
- (2) recognize the principles of joint discussions and negotiations in the matters of working conditions;
- (3) promote the well-being and security of employees within the resources made available to the Agency;
- (4) resolve disputes promptly which may arise between the parties;
- (5) promote and encourage efficient service up to a high standard; and
- (6) recognize that the highest regard and principle consideration must be the care and welfare of the clients of the Agency.

**1:02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **Article 2 - Interpretation/Definitions**

**2:01** In this Agreement, unless the context otherwise requires, the expression:

- (a) “DISMISSAL” means the removal of an employee for disciplinary reasons from a position of employment for just cause;
- (b) “EMPLOYEE” means a person who is employed by the Agency within the scope of this Agreement;
  - (i) “CASUAL EMPLOYEE” means an employee who is not full-time, part-time or term. (A casual employee is not covered by this Collective Agreement);
  - (ii) “FULL-TIME EMPLOYEE” means an employee who regularly works the full prescribed hours of work per week,

month and over the as provided for in Article 14 and has completed their probationary period under Article 11 of this Collective Agreement;

- (iii) “REGULAR PART-TIME EMPLOYEE” means an employee designated by the Agency as part-time and who is scheduled to work less than the full prescribed hours per week, month and over the year as provided for in Article 14, on a regular and recurring basis and has completed their probationary period under Article 11 of this Collective Agreement.
- (iv) “TERM EMPLOYEE” means an employee hired for a specified period of time, or until the completion of a specified job, or until the occurrence of a specified event, but in any event not exceeding twelve (12) months unless otherwise mutually agreed. No employee shall be terminated and re-employed for the purpose of extending the period of temporary employment. If an employee goes from temporary to permanent status without a break in service, her/his seniority shall be back-dated to include the length of temporary service upon completion of her/his probationary period pursuant to Article 11; a term employee shall be covered by the terms of this Agreement from their date of hire, unless otherwise limited by the Agreement. The following Articles shall not apply to term employees:
- Seniority
  - Layoff Recall
  - Promotion/Staff changes
  - Benefit Plans
  - Vacations
  - General Holidays
  - Leave of Absence
- (c) “AGENCY” shall mean Macdonald Youth Services as represented by the Executive Director or designate.
- (d) “STEWARD” means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement;

- (e) For the purpose of this Collective Agreement, “spouse” shall include a person of the same gender, or a person of the opposite gender with whom an employee has established residence and lived in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse;
- (f) “TERMINATION” means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Agency;
- (g) “UNION” shall mean the Manitoba Government and General Employees’ Union.

**2:02** Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

**2:03** Bargaining Unit

The Agency recognizes the Manitoba Government and General Employees’ Union as the sole exclusive collective bargaining agent for all employees covered by MLB Certificate No. 5758 issued on June 19<sup>th</sup>, 2000 as listed in “Schedule A” except for the Clinical Supervisor, Program Manager/Supervisor, Receptionist (Day), casuals and those excluded by the Act.

### **Article 3 - Part-time Employees**

**3:01** Part-time employees who wish to work extra hours will provide the following information to their Supervisor at least seven (7) calendar days prior to the 15<sup>th</sup> of each month:

- (i) the days and shifts that they are available for the next schedule;
- (ii) a phone number where the employee can be reached.

**3:02** Part-time employees who have provided the information in :01 above will be offered to work available shifts **based upon their declared availability**, within their classification, on a seniority basis, prior to any casual employee being offered shifts.

- 3:03** Where a shift comes open on short notice (i.e. sick), part-time employees who have provided the information in :01 above will be called at the phone number they have provided. If the employee cannot be contacted then the next part-time employee will be called. If no part-time employee is available casual employees will be called.
- 3:04** Part-time employees will not be scheduled or called if it would result in overtime hours for the employee. Where no part-time or casual employees is available to work, overtime may be authorized by management.
- 3:05** Where a part-time employee is working full-time hours on a regular and remaining basis, any dispute as to their status will be referred to the Labour Management Committee. If a resolve cannot be reached a grievance may be initiated at the 3<sup>rd</sup> Step of the grievance procedure.
- 3:06** Part-time employees will not qualify for sick leave for shifts assigned under this article.

#### **Article 4 - Recognition and Scope of Bargaining Agent**

- 4:01** The Agency recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.
- 4:02** No employee will be required to make any written or verbal agreement which conflict with the terms of this Agreement.

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

- 5:01** All the functions, rights, pay practices, powers and authority which the Agency has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Agency including, without limiting the generality of the foregoing, the right to schedule overtime, require medical examinations, suspend without pay for just cause, and the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees, which rules, regulations, practices, procedures and policies shall not be inconsistent with this Agreement.

**5:02** In administering this Agreement, the Agency shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

### **Article 6 - Union Security**

**6:01** Effective the date of signing this Agreement, each and every employee who comes under the scope of this Agreement shall have an amount equal to the current Union dues deducted by the Agency from each pay, whether a member of the Union or not. Such dues shall be forwarded to the Secretary Treasurer of the Union monthly, together with a list of the names of employees and their address from whom deductions have been made and the amounts of such deductions.

**6:02** On commencing employment, the Employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Union Representative. An Officer of the Union shall have up to fifteen (15) minutes, at a time mutually agreed between the Steward and the Employer.

**6:03** The Union shall notify the Agency in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

**6:04** For new employees, payroll deductions as set out in :01 shall become effective from the start of the pay period immediately following the commencement of employment.

**6:05** Dues Receipts  
The Agency shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

**6:06** Copies of Collective Agreement  
The Union will provide the Agency with copies of this Agreement to enable the Agency to provide a copy of the Agreement to each new employee on or before the employee's commencement of employment.

**6:07** The Union agrees to indemnify and save the Agency harmless against any claim or liability arising out of the application of this Article.

**6:08** The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Agency, or during working hours.

It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Agency at any time without the prior approval of the Agency.

- 6:09** The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union.

### **Article 7 - Recognition and Negotiation**

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

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to their immediate supervisor who shall forward the request to the employing authority for approval. The Union will also provide a copy of the written request to the Program Coordinator.
- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence has been granted, the Union shall reimburse the Agency up to one hundred sixteen percent (116%) of the employee's wages to cover wages and benefits paid to such employees during the approved absence.

- 7:02**
- (a) For time spent with Agency representatives during negotiations, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a wage recovery basis.
  - (b) Prior to the commencement of negotiations, the Union shall supply the Agency with a list of employees on the negotiating committee.

## **Article 8 - Rights of Stewards**

- 8:01** The Agency recognizes the Union's right to select Stewards to represent employees.
- 8:02** Union officers may be entitled to leave their work during working hours in order to carry out their functions under this Agreement specifically related to attendance at meetings with the Employer, participation in negotiations. Permission to leave work during normal working hours shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably denied. All time spent in performing such duties during normal working hours shall be considered as time worked
- 8:03** When it is necessary for a Steward to deal with the Employer involving a grievance during working hours, no deduction in salary shall be made from the Steward concerned, provided that the Steward has obtained approval from their supervisor for the time required to deal with the grievance. On resuming their duties, the Steward and employee shall notify their supervisor.
- 8:04** The Union shall notify the Executive Director in writing of the name of its officers and stewards and the Agency shall be required to recognize only these officers and stewards of whom it has notice.

## **Article 9 - Bulletin Boards**

- 9:01** The Union shall have the use of space on a bulletin board in the work location for the purpose of posting Union information. The Agency may remove inappropriate items from the bulletin board until the issue is resolved with the Union.

## **Article 10 - No Discrimination**

- 10:01** The Employer and the Union agree that there shall be no discrimination or harassment (as defined by the Human Rights Code) in respect of any matter prohibited under The Human Rights Code. All provisions of the Code and the Regulations made thereunder shall be applicable to the Employer, the Union and members of the bargaining unit. All allegations

of harassment will be dealt with in accordance with the **Employer's** policy.

- 10:02** Any case of physical assault or harassment upon an employee shall be reported to the Administration or its designate by the employee or any other employee observing or having knowledge of the physical assault or harassment.
- 10:03** Any case of physical assault or harassment upon an employee or other employee by an employee shall be reported promptly by that employee, or any other employee having observed or having knowledge of the physical assault or harassment, to the Administration or its designate. Any employee alleged to have committed any such physical assault or harassment may be suspended immediately without pay and in cases where a physical assault or harassment did occur, it will be grounds for termination of employment.

### **Article 11 - Probation**

- 11:01** Newly hired full-time employees in the bargaining unit shall be on probation for an initial period of six (6) months. Part-time employees' probationary period is the full-time equivalent of six months in their classification. The probationary period may be extended for a period no greater than twelve (12) months.
- 11:02** During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except seniority and where an Article/Clause in this Collective Agreement specially provides. After completion of the probationary period, seniority shall be effective from the original date of hire.
- 11:03** An employee shall be notified in writing of any extension of the probation period at least six (6) weeks prior to the expiry of the probation period. Notification shall include the rationale for the extension. A meeting shall be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 11:04** An employee who is terminated during probation may grieve the rejection at Step 3 of the grievance procedure within fifteen (15) calendar days from

the date the employee received notice of the termination. The Executive Director or designate shall hold a hearing to discuss the grievance with the employee and a representative. The decision at Step 3 shall be final for such grievances and not subject to Arbitration.

### **Article 12 - Payment of Wages**

- 12:01** Effective January 1, 2005, employees will be paid on a bi-weekly basis with a one (1) month hold back in earnings of shift premiums.
- 12:02** On each pay day each employee shall be provided with an itemized statement of wages and deductions in accordance with past practice.
- 12:03** At the time of hiring, new employees shall be advised in writing of their rate of pay and classification.
- 12:04** An employees increment date is the first of the month following the month in which they complete their probationary period.
- 12:05** A full-time employee is eligible to be moved forward one (1) step on the salary scale on their increment date. A part-time employee is eligible to be moved forward one (1) step on the salary scale upon completion of the full-time equivalent hours for their classification.
- 12:06** Where an employee is reclassified at a time other than the increment date, the employee shall be reclassified to the step on the new scale which provides an increase in salary and that shall become the employee's new increment date.
- 12:07** Schedule "A" shall be attached to and forms part of this Collective Agreement.
- 12:08** If a full-time employee is off on an unpaid leave of absence in excess of thirty (30) working days, their increment date will be adjusted accordingly.

### **Article 13 - Acting Status**

**13:01** Where an employee takes over the duties and responsibilities of an in scope position having a higher rate of pay for ten (10) or more consecutive working days, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the scale of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked. Upon the temporary appointment being revoked, the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate that the employee would be paid if the employee had never held the temporary appointment. This article does not apply when assuming duties and responsibilities of another position during vacation leave.

“Duties and responsibilities” means all the core duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent has been replaced.

**13:02** When an employee is temporarily assigned, in accordance with the terms of this Agreement, to a position paying a lower rate, her rate shall not be reduced.

### **Article 14 - Hours of Work**

**14:01** Regular hours of work for **full-time** Brief Treatment Clinicians are thirty-five (35) hours per week to be scheduled to meet client service needs at the professional judgement of the Brief Treatment Therapist (flexible) and consent of their supervisor.

**14:02** Regular hours of work for **full-time** Clinical Follow Up Facilitators are thirty-five (35) hours per week to be scheduled to meet client service needs at the professional judgement of the Clinical Follow Up Facilitators (flexible) and consent of their supervisor.

**14:03** For all other classifications past practices for hours of work will remain in effect.

- 14:04** Where ten (10) and twelve (12) hour shift employees are required to take mandatory training which does not fall within their regular scheduled hours but does fall on days when the employee is scheduled for evening and/or night shift work before and after the required mandatory training, the following shall apply:
- (a) in consultation with their supervisor they shall be replaced for one of their regular shifts;
  - (b) that employee will be paid for their full shift when they take the required training.
- 14:05** Where with the consent of their supervisor an employee chooses to attend a staff meeting outside of their regularly scheduled hours, the Employer will compensate them time for time with banked time.

### Article 15 - Overtime

- 15:01** Overtime shall mean all time, which is authorized, in writing, by the employing authority and worked in excess of the full-time scheduled hours as set out in Article 14 - Hours of Work.
- 15:02** Overtime shall be paid at time and one-half (1½) the employee's regular rate of pay. Overtime is only calculated on the regular rate of pay, not the shift premium.
- 15:03** It is acknowledged that as Brief Treatment Clinicians and Clinical Follow Up Facilitators work a "flex-time schedule" that overtime for these positions is paid only where they are called back to work to provide service that could not be reasonably scheduled.
- 15:04** In cases where employees are scheduled to work an eight (8), ten (10), or twelve (12) hour shift then overtime will only apply after that shift's scheduled quit time. Employees shall receive overtime on completion of the regular hours for that shift.

### **Article 16 - Shift Premium**

- 16:01** A shift premium of five percent (5%) will apply to evening and night shift work, as apart from overtime work, for the full period of the shift, providing that the majority of the hours worked are between the hours of 6:00 p.m. and 6:00 a.m.
- 16:02** The shift premium shall not be included in the calculation of overtime payments, pension plan, group life insurance plan, salary continuance plan, sick leave payments, vacation pay or any other employee benefits.
- 16:03** There shall be no pyramiding of overtime or other premiums and therefore overtime shall not be compensated for under more than one (1) article of this Agreement.

### **Article 17 - Seniority**

- 17:01** Seniority is defined as the length of continuous service based on paid hours in the bargaining unit, which shall include service prior to certification, since the date of last hire but adjusted in accordance with this Article and it shall operate on a classification wide basis. For the purpose of this Agreement there shall be seven (7) classifications, namely those of Crisis Worker, Community Developer, Receptionist, Administrative Assistant, Intake, Mobile Crisis Team Clinician and, Brief Treatment Team Clinician/ Clinical Follow-up.
- 17:02** Seniority shall be effective as at the date the employee completes their probationary period as provides for in Article 11.
- 17:03** A seniority list will be posted as soon as possible after signing this Agreement and shall be revised annually on or about April 1st of each year. A copy will be posted on the bulletin board, and a copy will be given to the Union. An employee may challenge the accuracy of the seniority list within the first seven (7) calendar days from the date the list is posted. If no challenge is made, the employee's standing will be deemed to be correct. In the event the employee is not at work when the list is posted, the objection must be made in writing to the Program Coordinator within seven (7) calendar working days from the time of returning to work. The posting shall include a copy of this Article.

**17:04** Seniority for service shall include the following:

- (a) regular paid time;
- (b) periods of Workers Compensation up to twelve (12) months;
- (c) periods of approved parental leave or adoption leave (includes maternity leave of up to one year) provided the employee returns to work at the end of the leave;
- (d) any period of approval, unpaid leave for union purposes;
- (e) approved educational leave to a maximum of one (1) year;
- (f) any sick leave without pay necessary to satisfy the elimination period of the Long-Term Disability Plan;
- (g) leaves without pay to a maximum accumulation of thirty (30) working days in a calendar year;
- (h) illness or accident up to twelve (12) months.

**17:05** Without limiting the generality of the following, seniority and employment will terminate if employee:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated under the grievance or arbitration procedure;
- (c) fails to report for duty as arranged after an authorized absence without a written explanation satisfactory to the Agency;
- (d) is laid off for more than twelve (12) months;
- (e) when employment is not renewed at the expiry of a term of employment.

**17:06** An employee shall retain but not accrue seniority if the employee is:

- (a) on a leave of absence without pay in excess of thirty (30) working days;
- (b) promoted or takes a new position outside of the bargaining unit and has not completed the trial period;
- (c) laid off for less than twelve (12) months;
- (d) absent because of illness or accident over twelve (12) months.

### **Article 18 - Temporary Employees, Vacancies and Change in Employee Status**

**18:01** When a vacancy occurs or a new permanent position is created in the bargaining unit, the Agency shall post all such vacancies or new positions on bulletin boards for a minimum of ten (10) working days to enable employees to apply. Postings shall contain the qualifications required, salary range, hours worked, and closing date for the posting.

A copy of each job posting shall be sent to the Local Union Executive.

**18:02** First consideration for selection to a position within the bargaining unit shall be given to bargaining unit employees within the Youth Emergency Crisis Stabilization System. Where no bargaining unit employees from within the program apply, or where bargaining unit employees from within the program who apply do not meet the qualifications for the position, the Agency shall make the selection as it deems appropriate as per Article 18:04.

**18:03** Where more than one (1) employee in the bargaining unit applies for the same position, the employee scoring the highest, determined by abilities, skills and qualifications to perform the work shall be selected for the position. Where candidates are deemed to be relatively equal, then seniority will be the determining factor.

**18:04** Where there is no in scope candidate selected under Article :02 above the vacancy shall be opened to external candidates.

- 18:05** Employees shall not be promoted outside the bargaining unit without their written consent. An employee shall have the right to return and the Agency shall have the right to return the employee, to a position in the bargaining unit during the trial period, which shall be a maximum of three (3) months. Where an employee returns or the Agency returns the employee to a position in the bargaining unit such return shall not be grievable or arbitrable.
- 18:06** An employee who is notified that they are an unsuccessful applicant for a vacant position shall upon request and within fifteen working days of being so notified have the right to meet with the Program Coordinator to discuss the reasons for the non-selection.

A permanent employee who is assigned, promoted or transferred in accordance with the Collective Agreement to a temporary position shall retain the status of a permanent employee. Upon completion of the term of the temporary position, the employee shall return to their former position.

Notwithstanding anything contained in this Collective Agreement, the Agency may laterally transfer an employee into a vacant position, by-passing the normal posting and selection procedures if same is agreed upon by the Agency, the employee and the Union.

### **Article 19 - Resignations**

- 19:01** An employee other than a temporary employee shall give written notice of resignation at least fifteen (15) calendar days prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required fifteen (15) calendar days may only be given with the approval of the Agency.
- 19:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs their regular duties.
- 19:03** Where the employment of the employee is temporary, no notice of resignation is required except that where an employee intends to resign prior to the completion of the expected term of employment. Such employee shall give fifteen (15) calendar days written notice of resignation. The Agency may approve a shorter period of notice. Such approval shall not be unreasonably withheld.

## **Article 20 - Termination of Employment**

- 20:01** Subject to section :02, the Agency shall give a written notice of termination to each employee, other than a term employee, who is to be terminated, at least fifteen (15) calendar days before the date on which his termination is to be effective and to the extent that such minimum notice is not given, the employee shall receive pay in lieu thereof.
- 20:02** A term employee who is to be terminated prior to the expected expiry date of the term of employment shall be given fifteen (15) calendar days written notice.
- 20:03** Section :01 does not apply to an employee who is dismissed for just cause or who has abandoned their position.
- 20:04** The Agency will make available, within fourteen (14) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

## **Article 21 - Disciplinary Action**

- 21:01** Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause he may:
- (a) orally reprimand the employee; or
  - (b) may give the employee a written reprimand; or
  - (c) suspend the employee with or without pay; or
  - (d) recommend the dismissal of the employee to the Executive Director or designate.
- 21:02** Where a written report is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating they have read it. Upon signing, the employee shall receive a copy of such a report.

- 21:03** Where disciplinary action other than an oral reprimand has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy to acknowledge its receipt and that it has been read, and shall retain a copy.
- 21:04** It is agreed that a Shop Steward/Union Representative will not be present in cases of an oral reprimand by an employee's immediate supervisor but in all other cases, a Shop Steward/Union Representative may be present at the request of the employee.

## **Article 22 - Grievance Procedure**

- 22:01** The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

However, nothing in this Agreement shall preclude the Agency and the Union from mutually agreeing, in writing, to settle a dispute by any means other than those described in the following grievance procedures, without prejudice to their respective positions.

- 22:02** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have his steward present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

**22:03** Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

- 22:04** An employee has the right to representation by a Union steward at any step of the Grievance Procedure.

- (a) Step 1: Within twenty-one (21) calendar days after the date upon which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to their Supervisor who shall

issue a decision in writing to the employee within five (5) calendar days.

- (b) Step 2: If the grievance is not resolved satisfactorily at Step 1, the employee shall notify the Program Coordinator or designate of his desire to proceed to Step 2 within fifteen (15) calendar days of the receipt of the decision at Step 1. The Program Coordinator or designate shall issue a decision in writing to the employee within fifteen (15) calendar days of receipt of the grievance. The Program Coordinator or designate will hold a hearing to discuss the grievance with the grievor, or Union Representative if the grievor is incapacitated, before given a decision on the grievance.
- (c) Step 3: If the grievance is not resolved satisfactorily at Step 2, the employee shall notify the Executive Director or designate of his desire to proceed to Step 3 within fifteen (15) calendar days of the receipt of the decision at Step 2. The Executive Director or designate shall issue a decision in writing to the employee within fifteen (15) calendar days after holding a meeting with the grievor. The Executive Director or designate will hold a hearing to discuss the grievance with the grievor, or with the Union representative if the grievor is incapacitated, before giving a decision on the grievance.

**22:05** The aggrieved employee and the Union shall have the right to submit the decision of the Executive Director or designate to a Board of Arbitration provided same is done within fourteen (14) calendar days of the Executive Director's response in Step 3.

**22:06** In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within fourteen (14) calendar days of the disciplinary demotion, suspension or dismissal.

**22:07** Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance must be signed by the employee. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in

dispute. The grievance may be clarified at any step providing its substance is not changed.

**22:08** Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed.

**22:09** Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

### **Article 23 - Arbitration Procedure**

**23:01** Failing a satisfactory settlement, either party may refer a dispute to arbitration by giving notice to the other party in writing within the time limits as described in Article 22:05.

**23:02** The Parties may agree to the selection of a sole arbitrator within fourteen (14) calendar days following the matter being referred to arbitration.

**23:03** Where a grievance is referred to arbitration, the following list of arbitrators shall serve on a rotating basis as sole arbitrator:

- (1) Blair Graham
- (2) William Hamilton, Q.C.
- (3) Robert W. MacNeil

In special circumstances, either party may request a three-person Board of Arbitration. Neither party shall unreasonably withhold their consent to these types of requests.

**23:04** The arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement or to modify or amend any portion of this Agreement.

**23:05** The arbitrator shall determine his/her own procedures, but shall provide full opportunity to all Parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the

difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.

**23:06** The decision of the arbitrator shall be final and binding and enforceable on all Parties and may not be changed.

**23:07** Disagreement on Decision

Within seven (7) calendar days following receipt of the award, should the Parties disagree as to the meaning of the decision of the arbitrator either Party may apply to the arbitrator to reconvene. Within seven (7) days the arbitrator shall reconvene to clarify the decision.

**23:08** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**23:09** Expenses of the Arbitrator

Each party shall pay one-half (½) the fees and expenses of the chairperson. In the event the Parties use a three (3) person Arbitration Board, each party will pay the fees and expenses of their respective nominee.

**23:10** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

**23:11** Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances or disputes shall be submitted to a Board of Arbitration in accordance with the procedure set forth in this Article.

## **Article 24 - Vacation**

**24:01** For purposes of this Agreement, a vacation year is the period beginning April 1<sup>st</sup> of each year, and ending on March 31<sup>st</sup> of the next year.

**24:02** A permanent full-time employee with less than one (1) year's service is eligible for vacation with pay on a pro-rata basis.

**24:03** (a) Vacation leave may be taken only with the consent of the Agency.

- (b) Vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
- (c) With the written approval of the Agency, vacation leave may, in exceptional circumstances, be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one (1) consecutive year.
- (d) Vacation credits are based on accumulated paid service:
- (i) for employees commencing employment effective date of signing this agreement:
- |                        |                         |
|------------------------|-------------------------|
| (*)Less than 12 months | - four percent (4%).    |
| 13 - 36 months         | - six percent (6%).     |
| 37 - 120 months        | - eight percent (8%).   |
| 121 - 240 months       | - ten percent (10%).    |
| More than 241 months   | - twelve percent (12%). |
- (ii) for employees employed prior to and effective date of signing this agreement:
- |                        |                         |
|------------------------|-------------------------|
| (*)Less than 12 months | - four percent (4%).    |
| 13 - 24 months         | - six percent (6%).     |
| 25 - 120 months        | - eight percent (8%).   |
| 121 - 240 months       | - ten percent (10%).    |
| More than 241 months   | - twelve percent (12%). |
- (\*)If an employee leaves prior to twelve (12) months of service. Vacation time cannot be used as part of the employee's notice period.

**24:04** The Agency shall schedule vacations according to operational needs and wishes of the employees, with consideration given to seniority in the event of a conflict.

**24:05** Vacation will be scheduled in continuous one (1) week periods, unless otherwise mutually agreed between the employee and the Agency. Where operational needs permit (in the opinion of the Agency) and the employee wishes it, a continuous vacation period will be granted. Vacation

entitlement is to be taken in each year and not be carried forward under any circumstances other than those outlined in (c). The vacation schedule is not to be altered except with the written approval of the Agency.

- 24:06** Service for the purpose of vacation leave credits shall not accumulate during periods when an employee is:
- (a) on Workers Compensation unless the period is more than twelve (12) consecutive months;
  - (b) leave of absence without pay; or
  - (c) laid off.

### **Article 25 - Holidays**

- 25:01** All full time employees receive holidays corresponding to the following:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day	Christmas Day
Boxing Day	Remembrance Day *	

**\*Remembrance Day**

Where an employee is required to work or to be on duty on Remembrance Day, the employee will be entitled to one day of leave with pay at his/her regular rate in lieu of Remembrance Day. When Remembrance Day occurs on a person's regular day off, there will be no other compensation.

As the Agency operates a continuously operating service, it is not practical to have all staff absent on any one holiday. An employee, therefore, who works on one of the above listed holidays, will be paid for all hours worked on that holiday and in addition will be granted time off for all hours worked on that holiday. This time will be added to the employee's time off bank and taken within three months after the end of the pay period in which the overtime occurs. The exception to the above shall be Boxing Day, Easter Monday and August Civic Holiday. An employee will be eligible for a maximum of eight (8) hours.

- 25:02** An employee is entitled to pay for a holiday on which he does not work, provided:
- (a) the employee did not fail to report for work after having been called to work on the day of the holiday;
  - (b) the employee did not absent him/herself from work without the Agency's consent on either the regular working day immediately preceding or following the holiday, unless their absence is by reason of an established illness;
  - (c) the employee must work fifteen (15) of the previous thirty (30) days.
- 25:03** Where an employee who has been required to work on a general holiday and leaves the employ of the Agency, the employee shall be entitled to receive pay in lieu of that number of days' that have not been granted to him to which he is normally eligible under this Article.
- 25:04** Where a holiday falls within the vacation period of an employee, one additional vacation day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 25:05** Section :04 shall not apply when Remembrance Day falls on the employee's regular day off during the vacation period of an employee and that employee is not regularly scheduled to work.
- 25:06** In the event that an employee is regularly scheduled to work both Christmas Day and New Year's Day, the employee shall be required to work on only one (1) of the above days provided that there are sufficient employees available in the classification to enable the Agency to so schedule these two (2) days.

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

- 26:01** Earned sick leave entitlement shall only be granted by the Agency where an employee is unable to be at work and perform his regular duties as a result of illness or injury. "Injury", wherever used in this Agreement, shall mean injured in an accident for which compensation is not payable under the Workers Compensation Act.

**26:02** Sick leave to which an employee is entitled shall accumulate:

- (a) During the first four years of his or her service at the rate of eight (8) hours per month. <sup>1</sup>
- (b) After the first four years of service at the rate of sixteen (16) hours per month. <sup>2</sup>
- (c) Sick leave shall not accumulate beyond 1664 hours. <sup>3</sup>

<sup>1</sup> An employee working a thirty-five (35) hour week would receive seven (7) hours per month. (Pro-rated for part-time staff as Agency past practice.)

<sup>2</sup> An employee working a thirty-five (35) hour week would receive fourteen (14) hours per month. (Pro-rated for part-time staff as Agency past practice.)

<sup>3</sup> The maximum accumulation for an employee working a thirty-five (35) hour week would be two-hundred eight (208) days.

Note: All calculations are based on a forty (40) hour work week, therefore maximum accumulation for an employee working forty (40) hours a week would be two-hundred eight (208) days.

**26:03** Where an employee is absent from work by reason of illness, a deduction will be made from their accumulated sick leave for the hours absent, up to the regular number of hours that they were scheduled to work. Where an employee is absent by reason of illness for part of a shift they will be deducted only those hours of the shift that they were absent.

**26:04** Part-time employees shall earn sick leave credits pro-rated on the basis of accumulated regular hours pursuant to :02 above.

**26:05** Where an employee is ill or injured for any period, sick leave allowance will be calculated as the balance of any sick leave credits unused since a previous illness or injury plus the additional sick leave credits accumulated since that time as calculated in :02 above.

**26:06** An employee who is absent due to illness/injury shall furnish, when requested by the Agency, at any time during the period of illness/injury, a medical certificate certifying that the employee is unable to be present at work because of illness/injury. Such certificate shall be provided to the employee for completion by the medical practitioner. Where an employee

fails to provide a medical certificate acceptable to the Agency, the employee shall not be entitled to be paid for the period of absence.

**26:07** Where an employee is to be absent because of illness/injury the employee shall notify her Supervisor, or in the absence of the Supervisor, the person on duty in charge of the workplace of her absence, due to illness or injury, at least one hour prior to the normal hour of beginning work or as soon thereafter as the means of communication permit.

**26:08** Sick leave credits shall not accumulate during periods when an employee is:

- (a) Absent on leave without pay and/or Workers Compensation for a period of more than ten (10) consecutive working days; or
- (b) Absent without leave; or
- (c) Absent on a leave of absence without pay.

Subsection (c) to apply where the period of absence is greater than one-half (1/2) of a semi-monthly period.

**26:09** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to part-time employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.

**26:10** Employees, if found abusing the privilege of sick leave, may be disciplined by the Agency.

**26:11** Sick leave is not payable to an employee:

- (a) who, while on paid sick leave, is engaged in employment for wage or profit with another Employer;
- (b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from the Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary. In such cases where an employee uses her accumulated sick leave, the employee shall reimburse the Agency the amount of wage loss received from the

insurance plan and the corresponding amount of the employee's sick leave will be reinstated.

- 26:12** Where an employee becomes ill during the period of his scheduled annual vacation, the Agency may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and requires hospitalization. The employee will be responsible to provide proof of hospitalization satisfactory to the Agency.

### **Article 27 - Medical Fitness**

- 27:01** At the request of the Agency, an employee may be required to have a medical examination from a duly qualified practitioner acceptable to or appointed by the Agency. The medical practitioner will provide a report to the Agency on a form provided by the Agency to the employee. The Agency shall pay the cost of the medical examination if the cost is not covered by the Manitoba Health Services Commission.

### **Article 28 - Leave of Absence**

- 28:01** An employee, upon request in writing being made to the Agency, may be granted a leave of absence without pay for good and sufficient reason consistent with Agency policy.
- 28:02** An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. The Agency may review and may renew such leave of absence annually thereafter. An employee resuming employment shall be reinstated in the employee's former position or comparable position within the Agency with no less wages or benefits. Not more than two (2) employees at one time may be absent on leave granted under this article.
- 28:03** Employees granted leave of absence without pay may make prepayments of both the Agency's and employee's share of the premium to maintain coverage under Agency/employee benefit programs, if applicable, provided the master contracts so allow.

**28:04** Leave of Absence for Union Functions

Upon request to the Agency, an employee elected or appointed to represent the Union at conventions, committees or seminars may be allowed a leave of absence without pay, providing one (1) week's notice has been given and the Agency is able to accommodate such employee. The Agency will continue to pay the employee affected and bill the Union for all wages and benefits.

Maternity Leave**28:05** Definitions

In this clause:

“date of delivery” means the date when the pregnancy of an employee terminates with the birth of a child;

“medical certificate” means the signed statement of a duly qualified medical practitioner.

**28:06** Eligibility for maternity leave

A pregnant employee who has been employed by the Agency for at least seven (7) consecutive months is eligible for maternity leave without pay.

**28:07** (i) Length of Maternity Leave

Subject to subsection :07 (iii), an employee who is eligible for maternity leave is entitled to the following maternity leave:

- (a) if the date of delivery is on or before the date estimated in a medical certificate, a period of not more than seventeen (17) weeks; or
- (b) if the date of delivery is after the estimated date, seventeen (17) weeks and a period of time equal to the time between the estimated date and the date of delivery.

(ii) Beginning and End of Maternity Leave

A maternity leave must begin not earlier than 17 weeks before the date of delivery estimated in the medical certificate and end not later than 17 weeks after the date of delivery.

(iii) Employee to Provide Certificate and Give Notice

An employee who is eligible for maternity leave shall:

- (a) as soon as practicable, provide the Agency with a medical certificate giving the estimated date of delivery; and
- (b) give the Employer not less than four (4) week's written notice of the date she will start her maternity.

**28:08** Maternity Leave if Notice Given After Stopping Work

(i) An employee who is eligible for maternity leave but does not give notice under clause :07 (iii) (b) before leaving the employment is still entitled to maternity leave if, with two weeks after stopping work, she gives notice and provides her Agency with a medical certificate.

- (a) giving the date of delivery or estimated date of delivery; and
- (b) stating any period or periods of time within the seventeen (17) weeks before the date of delivery or estimated date of delivery that the normal duties of the employment could not be performed because of a medical condition arising from the pregnancy.

(ii) Length of Maternity Leave

The maternity leave to which the employee is entitled under subsection :07 (i) is:

- (a) Any time, within the time referred to in clause :07 (i) (b) that she does not work; and
- (b) The difference between that time and the time she would receive if she were entitled under subsection :08 (i).

**28:09** Maternity Leave Where Notice Not Given

An employee who is eligible for maternity leave but who does not give notice under clause :07 (iii) (b) or subsection :08 is still entitled to maternity leave for a period not exceeding the time she would receive if she were entitled under subsection :08.

**28:10** End of Maternity Leave Where Notice Not Given

The maternity leave of an employee referred to in subsection :08 or :09 terminates not later than seventeen (17) weeks after the date of delivery.

**28:11** Ending Leave Early

An employee may end her maternity leave by giving the Agency written notice at least two (2) weeks or one pay period, whichever is longer, before the day she will end the leave.

**28:12** Reinstatement of Employee After Leave

If an employee wishes to resume employment after maternity leave or parental leave, the Agency shall reinstate the employee to the position occupied when the leave began or a comparable position within the bargaining unit, with not less than the wages and any other benefit earned by the employee immediately before the leave began.

**28:13** Employment Deemed Continuous

For the purpose of calculating pension and other benefits of an employee to whom maternity leave is granted in accordance with this article, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

**28:14** In the interest of job performance or employee health, as verified by a qualified medical practitioner, as may be designated by the Agency, the Agency will have the right to place the employee on maternity leave.

Parental Leave**28:15** Employee Entitled to Parental Leave

An employee who adopts a child under the laws of the province or becomes the natural parent of a child is entitled to parental leave without pay to a maximum of thirty-seven (37) continuous weeks if;

- (a) the employee has been employed by the Agency for at least seven (7) consecutive months; and
- (b) the employee gives written notice to the Agency at least four weeks before the day specified in the notice as the day on which the employee intends to begin the leave.

**28:16** Effect of Late Notice on Parental Leave

An employee who gives less notice than is required under clause :01 (b) is entitled to the thirty-seven (37) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

**28:17** Commencement of Parental Leave

Parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.

**28:18** Maternity and Parental Leave Must Be Continuous

An employee who takes maternity leave and parental leave shall take them in one continuous period, unless the employee and the Agency otherwise agree.

**28:19** End of Parental Leave

An employee's parental leave ends thirty-seven (37) weeks after it began or if :02 above applies, then thirty-seven (37) weeks after it began less the number of days provided for in section :02 above.

**28:20** Ending Leave Early

An employee may end his or her parental leave earlier than the day set out in subsection :01 by giving the agency written notice at least two weeks or one pay period, whichever is longer, before the day the employee will end the leave.

**28:21** Reinstatement of Employee After Leave

If an employee wishes to resume employment after parental leave, the Agency shall reinstate the employee to the position occupied when the leave began or a comparable position in the bargaining unit, with not less than the wages and any other benefit earned by the employee immediately before the leave began.

**28:22** A male employee shall be granted one (1) day leave with pay on the birth, or adoption, of his child. The day to be taken will be at the employee's option, but in any event no later than five (5) calendar days after the birth of the child with the approval of the employee's Supervisor.

## Article 29 - Compassionate Leave

**29:01** In the event of the death of a family member, an employee will be granted compassionate leave of up to four (4) days at the time of death, without loss of salary. Additional days, with or without pay, may be granted at the discretion of the Program Coordinator or Human Resource Director.

For the purpose of granting this leave, family members are defined as: father, mother, brother, sister, spouse, **common-law spouse**, child or ward of the employee, **mother-in-law, father-in-law, fiancé(e), grandparent, grandparent-in-law, grandchild**, or a relative permanently residing in the employee's household or with whom the employee permanently resides.

**For the purpose of 29:01, "common law spouse" shall be defined as a person of the same or opposite gender with whom an employee has established residence and lived in a marriage-like relationship for a least twelve (12) months and has publicly represented that person as his/her spouse.**

**29:02** Up to three (3) days per year from an employee's sick leave bank may be utilized due to emergency illness of an employee's dependent child.

## Article 30 - Court Leave/Jury Duty

- 30:01**
- (a) An employees who is summoned for jury duty for up to five (5) days or who receives a summons or subpoena to appear as a witness in a court proceeding in a matter not related to the Agency shall be granted a leave of absence with or without pay at the discretion of the Executive Director for the required period of absence.
  - (b) An employee who is summoned or subpoenaed to appear as a witness in a court proceeding in an Agency-related matter shall be granted a leave of absence with pay for the required period of absence.
  - (c) If leave is granted with pay, all fees received by the employee shall be remitted to the Agency.

## **Article 31 - Workers Compensation Benefits**

- 31:01** Where a Workers Compensation benefit claim is made, all WCB rules and regulations that apply will be complied with by all parties. When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Agency immediately so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Agency shall be provided immediately.
- 31:02** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 31:03** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Agency if it is not covered by a medical plan.
- 31:04** If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work without pay required to receive such treatment shall be granted to the employee. The Agency shall comply with all regulations so that the employee can make a claim to retain the amount Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.
- 31:05** Even though there may be no immediate indication that an injury could be serious, it must be reported (employee to fill out WCB incident card and provide it to their supervisor). Employees eligible for Workers Compensation must utilize those benefits before using their sick leave.
- 31:06** Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

## **Article 32 - Labour Management Committee**

### **32:01** Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Agency and two (2) representatives of the Union. The Committee shall enjoy the full support of both Parties in the interests of maximum service to the clients and the maintaining of harmonious relations.

### **32:02** Chairperson of the Meeting

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

### **32:03** Jurisdiction of Committee

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

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

**32:04** The Committee shall meet at least three (3) times a year upon a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

**32:05** Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Agency shall each receive two (2) signed copies of the minutes.

## **Article 33 - Strikes and Lockouts**

**33:01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its

members agree that, during the life of this Agreement, there will be no strike, interruption, slowdown or stoppage of work either complete or partial or any other interference which will halt, disrupt, limit or interfere with normal service or work.

- 33:02** The Agency agrees that there will be no lockout of employees during the life of this Agreement.
- 33:03** The Union agrees to give the Agency at least two (2) weeks (fourteen [14] days) written notice as to the time and date of strike action.
- 33:04** The Agency agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.
- 33:05** No such work stoppage shall occur so as to deny essential services to the clients/residents of the Agency, as negotiated between the parties. If the parties have not agreed to an essential services arrangement within seven (7) days of notice of strike/lockout, the issue shall be referred to arbitration under Article 23, on an expedited basis, with the decision rendered prior to any strike/lockout.

### Article 34 - Meals

- 34:01** When an employee is required to purchase meals while on Agency business, the employee will be eligible to be reimbursed at the following rates:

Breakfast - \$ 6.00  
 Lunch - \$ 7.00  
 Supper - \$12.00

To be eligible for reimbursement, the employee will follow the policy outlining reimbursement for meals. Should the Agencies policy be amended to a rate higher than the above, the amended rate shall be paid.

## Article 35 - Use of Privately Owned Vehicles

**35:01** Employees who are required to utilize their own vehicles for the Employer's business will have their operation expenses covered in accordance with this article.

**35:02** As role models for the clients, staff are to use the utmost care and caution while utilizing Agency equipment and facilities. Any misuse or abuse of same will not be tolerated.

Whether staff use their own or Agency vehicles to transport clients, both driver and passenger will utilize seat belts. All traffic laws will be obeyed. Employees will not cross provincial or international borders with clients of the Agency without prior authority from the Program Coordinator.

**35:03** Accidents involving Agency vehicles or an employee's vehicle while on Agency business are to be reported in writing to the employee's immediate Supervisor within twelve (12) hours of the accident. The employee is also responsible for filing Police reports and an Autopac claim within twenty-four (24) hours.

The Agency views any damage to vehicles by clients as an accident; all such damage should be discussed immediately with the employee's Supervisor.

**35:04** Employees are not allowed to loan their vehicles to clients of Macdonald Youth Services or to teach them how to drive in their own personal vehicle. All driver training for clients will be with Agency vehicles after consultation with the Supervisor.

**35:05** (a) The employer will pay the deductible on accidents, while on Agency business, whether driving an Agency vehicle or his own vehicle, subject to the following:

- (i) When the agency is required to pay the deductible on an employee's vehicle they will pay up to the actual amount up to a maximum of two hundred and fifty dollars (\$250.00).
- (ii) If the accident is the employee's fault the employee will pay the deductible

In exceptional circumstances the employer may waive all or some of such payment.

- (b) On the occurrence of the third accident the Agency will review if the employee is to be allowed to continue to drive on Agency business.
- (c) After two (2) accidents within a twelve (12) month period, which are determined by MPI to be the employee's fault, it will be mandatory for the employee to take a defensive driving course at the employee's expense.

**35:06** Employees who are required to have a Driver's License as a condition of employment must notify their Supervisor immediately in writing of any change in their driving status. The Supervisor will then immediately inform the Director of Administration of these changes.

**35:07** Any staff member who is required to use either an Agency vehicle or their own vehicle to perform Agency functions must possess a valid Manitoba Drivers License and not be prohibited from driving.

**35:08** Any staff member who uses their own vehicle to perform agency business must carry All Purpose insurance.

**35:09** Where an employee is required to use their personal vehicle for Agency business that employee will be reimbursed on a per kilometre rate that is seventy-five percent (75%) of the Manitoba Motor League rate. (**as of April 1, 2005**). On or about April 1<sup>st</sup> of each year, **if applicable**, the Agency will adjust the rate, **and will notify employees and the Union of any change**.

### **Article 36 - Violence**

**36:01** The Employer and the Union agree that no form of violence shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Violence is defined as any incident in which an employee abuses, threatens or assaults or, the employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons and severe verbal abuse.

The Employer agrees to develop and implement explicit policies in conjunction with the Union through the Labour Management Committee to deal with violence.

The Employer agrees to provide ongoing training to all employees who interact with clients.

### **Article 37 - Job Classifications**

#### **37:01** Job Description

The Agency agrees to supply job descriptions for all classifications for which the Union is the bargaining agent within ninety (90) days of the expiry of this Agreement.

#### **37:02** Where the Agency establishes new classifications or substantially amends existing job descriptions, the Agency shall submit a written proposal to the Union which includes the amended or new classification and a proposed rate of pay.

The Agency and Union shall meet within twenty (20) calendar days of receipt of the proposal to negotiate the rate of pay for the classification in question.

Where there is no agreement on the rate of pay the matter shall be referred to arbitration as per Article 23.

- #### **37:03**
- (a) Where an employee at any time feels their position is incorrectly classified, the employee may apply, in writing to the immediate supervisor, to be reclassified to a different classification. If the Employer feels the employee should not be doing or have done different duties then the Employer has the option of having the employee do duties as originally assigned.
  - (b) The immediate supervisor shall reply in writing, within fourteen (14) calendar days from the date the request was received by the supervisor.
  - (c) If the reply from the immediate supervisor is not satisfactory, the employee and the Agency agree to attempt to resolve the matter through the use of a mediator. Should mediation fail to bring about an

agreement between both parties, the employee may grieve commencing at Step 2 of the Grievance and Arbitration Procedure; within fifteen (15) calendar working days from the date the reply was received from the immediate supervisor.

### **Article 38 - Liability Insurance**

**38:01** The Employer will provide to the employees, liability insurance coverage, which will reasonably protect them from claims, brought against them by third parties, which arise while the employees are acting within the scope of their duties as employees. The Employer shall deliver the insurance policy to the Union upon its renewal and where the Union takes the position that such coverage is inadequate it shall, within seven (7) calendar days of such delivery, advise the Employer accordingly, in writing. Any disputes over the adequacy of the coverage will be referred to the Labour Management Committee to be resolved.

### **Article 39 - Health and Safety**

**39:01** The Agency and the Union recognize the importance of participating in a Workplace Health and Safety Committee to enhance the ability of employees and managers to resolve health and safety concerns. The Agency will endeavour to hold meetings of the Committee during regular working hours, if and where possible, but if this is not possible, meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates, or alternatively, if the employee and their supervisor agree otherwise, be granted time off in lieu for the actual time spent in such meetings.

**39:02** For further clarity it is recognized that the Workplace Health and Safety Committee is an Agency wide committee and that the Union will have a representative on that Committee.

### **Article 40 - Group Benefits**

- 40:01** The Agency shall ensure that qualifying employees shall at all times receive no less beneficial form of the benefits and coverages as is the current practice.
- 40:02** It is understood, however, that the Agency fulfills its obligation by obtaining such a plan or plans. It is further understood that all benefits are to be administered in accordance with the rules and regulations of the plan or plans obtained by the Employer and that said plan or plans shall not form part of this Agreement.
- 40:03** The Agency shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Agency. The Agency shall supply each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Agency. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits.

### **Article 41 - Personnel Files**

- 41:01** The official Personnel file shall be kept at the head office and all records relating to an employee's employment shall be retained on that file.
- 41:02** An employee may review the contents of his/her personnel file in the presence of his/her immediate Supervisor or the Human Resources Manager or the Director of Administration. The employee may place on his/her personnel file a concise explanation or statement concerning any of the file's contents. The Agency reserves the right to make comment on any of the employee's explanations or statements.
- 41:03** No evidence from the employee's file (of which the employee was not aware) may be introduced as evidence in any hearing conducted in accordance with the Collective Agreement.
- 41:04** An employee shall have the right to make copies of any material contained in his/her personnel file.

## **Article 42 - Layoff and Recall**

- 42:01** Where it is determined that there are to be layoffs within the bargaining unit, layoffs shall be based upon seniority on their classification.
- 42:02** A layoff shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work for an employee.
- 42:03** In the event of layoffs, the parties agree to meet as far in advance as possible to explore other options and to minimize service disruptions.
- 42:04** Employees in positions designated for layoff shall be assigned a position in the same, or a similar classification. Should there be no position in the same or equal classification, they may be assigned to a classification with a lower rate of pay, provided the employee has the ability and qualifications to perform that job. Such assignment shall be based on seniority.
- 42:05** In the event of layoffs, employees may choose to be laid off and their name placed on a recall list.
- 42:06** Employees shall have their names placed on the recall list for a period of one (1) year from the effective date of their layoff.
- 42:07** The Union shall be provided a copy of the recall list upon request.
- 42:08** Employees shall be called back to work on the basis of seniority.
- 42:09** Employees have the option to refuse recall to a position which has a lower rate of pay, or does not provide an equivalent number of hours to the position and classification they were laid off from.
- 42:10** Unless legislation is more favourable to the employees, the Employer shall give the employee written notice of the date upon which he/she is to be laid off at least a pay period before the date on which he is laid off, and to the extent that such minimum notice is not given, the employee shall receive pay in lieu thereof.
- 42:11** Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee. An employee who is recalled from layoff shall be required to indicate within five (5) calendar days her/his intention to return to work within fourteen (14) calendar days.

- 42:12** New employees shall not be hired until those laid off who meet the requirements of the position have been given an opportunity of recall.
- 42:13** Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

### **Article 43 - Religious Holy Leave**

- 43:01** Employees desiring to observe recognized religious holy days will be allowed up to three (3) days time off through one (1) or two (2) options:
- (i) Time off in lieu any of the holidays, exclusive of Remembrance Day, listed in Article 25 - Holidays; or
  - (ii) mutually agreed to alternate arrangements such as vacation, accumulated time or leave without pay.
- 43:02** Employees choosing to substitute religious holy days where practical, be allowed to work in their regular job classification and work location and with their regular rate of pay for the time worked on these days. Where this is not practical, the employees may be redeployed to a position they are qualified for at a suitable work site. Redeployed employed will receive their regular rate of pay.
- 43:03** Employees choosing alternative arrangements will, through discussions with the Agency establish a practical approach to substitute their chosen religious holy days, to a maximum of three (3) working days.
- 43:04** Notification - Religious Holy Leave
- (i) Employees required religious holy days shall, on an annual basis, provide written notice to the Agency on or before June 30.
  - (ii) Employees commencing employment with the Agency at a time after June 30 and who require religious holy days, shall provide the Agency with written notice of their requirements within ten (10) working days of commencing active employment.
- 43:05** For the purposes of this Article, religious holy days shall be interpreted as major religious holy days normally observed by the employee and

designated as a day of obligation be the employees' religion for which an employee must abstain from engaging in paid employment.

### **Article 44 - Devolution and Transfer of Service**

**44:01** In the event of the devolution and transfer of services provided by employees covered by this Agreement to an entity established by the Government, the Union shall be notified as soon as is reasonably practicable. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted. **Macdonald Youth Services and the Union will work to negotiate a transition agreement with the new employer, and to develop a workforce adjustment process to ease the transition for employees.**


### **Article 45 - Duration of Agreement**

- 45:01** (a) This Agreement shall be binding from April 1, **2005** until March 31, **2010**, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not less than thirty (30) calendar days and not more than one hundred and twenty (120) calendar days prior to the expiry date of this Agreement in any year it desires amendments.
- (b) Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the date of signing.
- (c) Within thirty (30) calendar days of receipt of such notice by one party, the other Party is required to enter into negotiations for a renewal or revision of this Agreement. Both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revision or new agreement.
- (d) However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

In witness whereof the undersigned have set their hands for and on behalf of the Manitoba Government and General Employees' Union and for and on behalf of Macdonald Youth Services:

Signed on this 23 day of October, 2007.


  
On Behalf of Macdonald Youth Services

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Macdonald Youth Services

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Macdonald Youth Services

  
On Behalf of the Manitoba Government  
and General Employees' Union

**Schedule "A"****Effective April 1, 2005 (2.5% Increase)**

<b>YECSS</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>	<b><u>STEP 7</u></b>	<b><u>STEP 8</u></b>	<b><u>STEP 9</u></b>	<b><u>STEP 10</u></b>
Crisis Worker 1	ann	25,024.62	26,272.64	27,587.55	28,966.42	30,415.91	31,937.89				
40 Hour Work Week	bw	962.49	1,010.49	1,061.06	1,114.09	1,169.84	1,228.38				
	hr	12.03	12.63	13.26	13.93	14.62	15.35				
Crisis Worker 2	ann	27,587.55	28,966.42	30,415.91	31,937.89	33,530.23	35,094.85	36,833.23	38,659.02		
40 Hour Work Week	bw	1,061.06	1,114.09	1,169.84	1,228.38	1,289.62	1,349.80	1,416.66	1,486.89		
	hr	13.26	13.93	14.62	15.35	16.12	16.87	17.71	18.59		
BTT Clinicians & Clinical Follow-up Facilitator 1	ann	34,726.82	36,082.23	37,529.60	38,989.75	40,145.83	41,736.03	43,383.80	45,153.10	46,967.16	48,846.25
35 Hour Work Week	bw	1,335.65	1,387.78	1,443.45	1,499.61	1,544.07	1,605.23	1,668.61	1,736.66	1,806.43	1,878.70
	hr	19.08	19.83	20.62	21.42	22.06	22.93	23.84	24.81	25.81	26.84
BTT Clinicians & Clinical Follow-up Facilitator 2	ann	37,529.60	38,989.75	40,145.83	41,736.03	43,383.80	45,153.10	46,967.16	48,846.25	50,800.23	52,832.03
35 Hour Work Week	bw	1,443.45	1,499.61	1,544.07	1,605.23	1,668.61	1,736.66	1,806.43	1,878.70	1,953.86	2,032.00
	hr	20.62	21.42	22.06	22.93	23.84	24.81	25.81	26.84	27.91	29.03
Mobile Crisis Team Clinician	ann	38,234.49	39,686.11	41,236.88	42,891.04	44,560.13	45,880.37	47,697.64	49,581.26	51,603.19	53,676.56
40 Hour Work Week	bw	1,470.56	1,526.39	1,586.03	1,649.66	1,713.85	1,764.63	1,834.52	1,906.97	1,984.74	2,064.48
	hr	18.38	19.08	19.83	20.62	21.42	22.06	22.93	23.84	24.81	25.81
Receptionist	ann	17,202.84	17,891.74	18,607.56	19,350.83	20,125.01	20,929.31				
35 Hour Work Week	bw	661.65	688.14	715.68	744.26	774.04	804.97				
	hr	9.45	9.83	10.22	10.63	11.06	11.50				
Intake (New)	ann	33,455.61	34,725.75	36,082.23	37,529.60	38,989.75	40,145.83	41,736.03	43,383.80	45,153.10	46,967.16
35 Hour Work Week	bw	1,286.75	1,335.61	1,387.78	1,443.45	1,499.61	1,544.07	1,605.23	1,668.61	1,736.66	1,806.43
	hr	18.38	19.08	19.83	20.62	21.42	22.06	22.93	23.84	24.81	25.81
Intake (Old)	ann	33,446.09	35,073.40	36,417.88	37,898.75	40,548.74	42,146.53				
35 Hour Work Week	bw	1,286.39	1,348.98	1,400.69	1,457.64	1,559.57	1,621.02				
	hr	18.38	19.27	20.01	20.82	22.28	23.16				

**Schedule "A"****Effective April 1, 2006 (2.5% Increase)**

<b>YECSS</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>	<b><u>STEP 7</u></b>	<b><u>STEP 8</u></b>	<b><u>STEP 9</u></b>	<b><u>STEP 10</u></b>
Crisis Worker 1	ann	25,650.23	26,929.45	28,277.24	29,690.58	31,176.31	32,736.34				
40 Hour Work Week	bw	986.55	1,035.75	1,087.59	1,141.95	1,199.09	1,259.09				
	hr	12.33	12.95	13.59	14.27	14.99	15.74				
Crisis Worker 2	ann	28,277.24	29,690.58	31,176.31	32,736.34	34,368.49	35,972.22	37,754.06	39,625.50		
40 Hour Work Week	bw	1,087.59	1,141.95	1,199.09	1,259.09	1,321.86	1,383.55	1,452.08	1,524.06		
	hr	13.59	14.27	14.99	15.74	16.52	17.29	18.15	19.05		
BTT Clinicians & Clinical Follow-up Facilitator 1	ann	35,594.99	36,984.29	38,467.84	39,964.49	41,149.47	42,779.43	44,468.40	46,281.92	48,141.34	50,067.41
35 Hour Work Week	bw	1,369.04	1,422.47	1,479.53	1,537.10	1,582.67	1,645.36	1,710.32	1,780.07	1,851.59	1,925.67
	hr	19.56	20.32	21.14	21.96	22.61	23.51	24.43	25.43	26.45	27.51
BTT Clinicians & Clinical Follow-up Facilitator 2	ann	38,467.84	39,964.49	41,149.47	42,779.43	44,468.40	46,281.92	48,141.34	50,067.41	52,070.24	54,152.83
35 Hour Work Week	bw	1,479.53	1,537.10	1,582.67	1,645.36	1,710.32	1,780.07	1,851.59	1,925.67	2,002.70	2,082.80
	hr	21.14	21.96	22.61	23.51	24.43	25.43	26.45	27.51	28.61	29.75
Mobile Crisis Team Clinician	ann	39,190.35	40,678.27	42,267.80	43,963.32	45,674.14	47,027.38	48,890.08	50,820.79	52,893.27	55,018.48
40 Hour Work Week	bw	1,507.32	1,564.55	1,625.68	1,690.90	1,756.70	1,808.75	1,880.39	1,954.65	2,034.36	2,116.10
	hr	18.84	19.56	20.32	21.14	21.96	22.61	23.50	24.43	25.43	26.45
Receptionist	ann	17,632.91	18,339.04	19,072.75	19,834.60	20,628.14	21,452.54				
35 Hour Work Week	bw	678.19	705.35	733.57	762.87	793.39	825.10				
	hr	9.69	10.08	10.48	10.90	11.33	11.79				
Intake (New)	ann	34,292.00	35,593.89	36,984.29	38,467.84	39,964.49	41,149.47	42,779.43	44,468.40	46,281.92	48,141.34
35 Hour Work Week	bw	1,318.92	1,369.00	1,422.47	1,479.53	1,537.10	1,582.67	1,645.36	1,710.32	1,780.07	1,851.59
	hr	18.84	19.56	20.32	21.14	21.96	22.61	23.51	24.43	25.43	26.45
Intake (Old)	ann	34,282.24	35,950.23	37,328.33	38,846.22	41,562.46	43,200.20				
35 Hour Work Week	bw	1,318.55	1,382.70	1,435.70	1,494.09	1,598.56	1,661.55				
	hr	18.84	19.75	20.51	21.34	22.84	23.74				

**Schedule "A"****Effective April 1, 2007 (2.5% Increase + 1.5% Special Adjustment Increase)**

<b>YECSS</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>	<b><u>STEP 7</u></b>	<b><u>STEP 8</u></b>	<b><u>STEP 9</u></b>	<b><u>STEP 10</u></b>
Crisis Worker 1	ann	26,676.24	28,006.63	29,408.33	30,878.20	32,423.36	34,045.79				
40 Hour Work Week	bw	1,026.01	1,077.18	1,131.09	1,187.62	1,247.05	1,309.45				
	hr	12.83	13.46	14.14	14.85	15.59	16.37				
Crisis Worker 2	ann	29,408.33	30,878.20	32,423.36	34,045.79	35,743.23	37,411.11	39,264.22	41,210.52		
40 Hour Work Week	bw	1,131.09	1,187.62	1,247.05	1,309.45	1,374.74	1,438.89	1,510.16	1,585.02		
	hr	14.14	14.85	15.59	16.37	17.18	17.99	18.88	19.81		
BTT Clinicians & Clinical Follow-up Facilitator 1	ann	37,018.79	38,463.66	40,006.55	41,563.07	42,795.45	44,490.61	46,247.13	48,133.20	50,066.99	52,070.10
35 Hour Work Week	bw	1,423.80	1,479.37	1,538.71	1,598.58	1,645.98	1,711.18	1,778.74	1,851.28	1,925.65	2,002.70
	hr	20.34	21.13	21.98	22.84	23.51	24.45	25.41	26.45	27.51	28.61
BTT Clinicians & Clinical Follow-up Facilitator 2	ann	40,006.55	41,563.07	42,795.45	44,490.61	46,247.13	48,133.20	50,066.99	52,070.10	54,153.05	56,318.94
35 Hour Work Week	bw	1,538.71	1,598.58	1,645.98	1,711.18	1,778.74	1,851.28	1,925.65	2,002.70	2,082.81	2,166.11
	hr	21.98	22.84	23.51	24.45	25.41	26.45	27.51	28.61	29.75	30.94
Mobile Crisis Team Clinician	ann	40,757.96	42,305.40	43,958.51	45,721.85	47,501.10	48,908.48	50,845.68	52,853.62	55,009.01	57,219.22
40 Hour Work Week	bw	1,567.61	1,627.13	1,690.71	1,758.53	1,826.97	1,881.10	1,955.60	2,032.83	2,115.73	2,200.74
	hr	19.60	20.34	21.13	21.98	22.84	23.51	24.45	25.41	26.45	27.51
Receptionist	ann	18,338.23	19,072.60	19,835.66	20,627.99	21,453.26	22,310.65				
35 Hour Work Week	bw	705.32	733.56	762.91	793.38	825.13	858.10				
	hr	10.08	10.48	10.90	11.33	11.79	12.26				
Intake (New)	ann	35,663.68	37,017.65	38,463.66	40,006.55	41,563.07	42,795.45	44,490.61	46,247.13	48,133.20	50,066.99
35 Hour Work Week	bw	1,371.68	1,423.76	1,479.37	1,538.71	1,598.58	1,645.98	1,711.18	1,778.74	1,851.28	1,925.65
	hr	19.60	20.34	21.13	21.98	22.84	23.51	24.45	25.41	26.45	27.51

**Schedule "A"****Effective April 1, 2008 (2.5% Increase + 1% Special Adjustment Increase)**

<b>YECSS</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>	<b><u>STEP 7</u></b>	<b><u>STEP 8</u></b>	<b><u>STEP 9</u></b>	<b><u>STEP 10</u></b>
Crisis Worker 1	ann	27,609.91	28,986.86	30,437.62	31,958.94	33,558.18	35,237.40				
40 Hour Work Week	bw	1,061.92	1,114.88	1,170.68	1,229.19	1,290.70	1,355.28				
	hr	13.27	13.94	14.63	15.36	16.13	16.94				
Crisis Worker 2	ann	30,437.62	31,958.94	33,558.18	35,237.40	36,994.24	38,720.50	40,638.47	42,652.89		
40 Hour Work Week	bw	1,170.68	1,229.19	1,290.70	1,355.28	1,422.86	1,489.25	1,563.02	1,640.50		
	hr	14.63	15.36	16.13	16.94	17.79	18.62	19.54	20.51		
BTT Clinicians & Clinical Follow-up Facilitator 1	ann	38,314.44	39,809.89	41,406.78	43,017.78	44,293.29	46,047.78	47,865.78	49,817.86	51,819.34	53,892.56
35 Hour Work Week	bw	1,473.63	1,531.15	1,592.57	1,654.53	1,703.59	1,771.07	1,840.99	1,916.07	1,993.05	2,072.79
	hr	21.05	21.87	22.75	23.64	24.34	25.30	26.30	27.37	28.47	29.61
BTT Clinicians & Clinical Follow-up Facilitator 2	ann	41,406.78	43,017.78	44,293.29	46,047.78	47,865.78	49,817.86	51,819.34	53,892.56	56,048.40	58,290.10
35 Hour Work Week	bw	1,592.57	1,654.53	1,703.59	1,771.07	1,840.99	1,916.07	1,993.05	2,072.79	2,155.71	2,241.93
	hr	22.75	23.64	24.34	25.30	26.30	27.37	28.47	29.61	30.80	32.03
Mobile Crisis Team Clinician	ann	42,184.49	43,786.09	45,497.06	47,322.12	49,163.64	50,620.27	52,625.28	54,703.50	56,934.32	59,221.89
40 Hour Work Week	bw	1,622.48	1,684.08	1,749.89	1,820.08	1,890.91	1,946.93	2,024.05	2,103.98	2,189.78	2,277.77
	hr	20.28	21.05	21.87	22.75	23.64	24.34	25.30	26.30	27.37	28.47
Receptionist	ann	18,980.07	19,740.14	20,529.91	21,349.97	22,204.13	23,091.52				
35 Hour Work Week	bw	730.00	759.24	789.61	821.15	854.00	888.14				
	hr	10.43	10.85	11.28	11.73	12.20	12.69				
Intake (New)	ann	36,911.91	38,313.27	39,809.89	41,406.78	43,017.78	44,293.29	46,047.78	47,865.78	49,817.86	51,819.34
35 Hour Work Week	bw	1,419.69	1,473.59	1,531.15	1,592.57	1,654.53	1,703.59	1,771.07	1,840.99	1,916.07	1,993.05
	hr	20.28	21.05	21.87	22.75	23.64	24.34	25.30	26.30	27.37	28.47

**Schedule "A"****Effective April 1, 2009 (2.9% Increase)**

<b>YECSS</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>	<b><u>STEP 7</u></b>	<b><u>STEP 8</u></b>	<b><u>STEP 9</u></b>	<b><u>STEP 10</u></b>
Crisis Worker 1	ann	28,410.60	29,827.48	31,320.31	32,885.75	34,531.37	36,259.28				
40 Hour Work Week	bw	1,092.72	1,147.21	1,204.63	1,264.84	1,328.13	1,394.59				
	hr	13.66	14.34	15.06	15.81	16.60	17.43				
Crisis Worker 2	ann	31,320.31	32,885.75	34,531.37	36,259.28	38,067.07	39,843.40	41,816.99	43,889.82		
40 Hour Work Week	bw	1,204.63	1,264.84	1,328.13	1,394.59	1,464.12	1,532.44	1,608.35	1,688.07		
	hr	15.06	15.81	16.60	17.43	18.30	19.16	20.10	21.10		
BTT Clinicians & Clinical Follow-up Facilitator 1	ann	39,425.56	40,964.38	42,607.58	44,265.30	45,577.80	47,383.17	49,253.89	51,262.58	53,322.10	55,455.44
35 Hour Work Week	bw	1,516.37	1,575.55	1,638.75	1,702.51	1,752.99	1,822.43	1,894.38	1,971.64	2,050.85	2,132.90
	hr	21.66	22.51	23.41	24.32	25.04	26.03	27.06	28.17	29.30	30.47
BTT Clinicians & Clinical Follow-up Facilitator 2	ann	42,607.58	44,265.30	45,577.80	47,383.17	49,253.89	51,262.58	53,322.10	55,455.44	57,673.81	59,980.52
35 Hour Work Week	bw	1,638.75	1,702.51	1,752.99	1,822.43	1,894.38	1,971.64	2,050.85	2,132.90	2,218.22	2,306.94
	hr	23.41	24.32	25.04	26.03	27.06	28.17	29.30	30.47	31.69	32.96
Mobile Crisis Team Clinician	ann	43,407.84	45,055.88	46,816.47	48,694.46	50,589.39	52,088.26	54,151.41	56,289.90	58,585.42	60,939.33
40 Hour Work Week	bw	1,669.53	1,732.92	1,800.63	1,872.86	1,945.75	2,003.39	2,082.75	2,165.00	2,253.29	2,343.82
	hr	20.87	21.66	22.51	23.41	24.32	25.04	26.03	27.06	28.17	29.30
Receptionist	ann	19,530.49	20,312.60	21,125.28	21,969.11	22,848.05	23,761.17				
35 Hour Work Week	bw	751.17	781.25	812.51	844.97	878.77	913.89				
	hr	10.73	11.16	11.61	12.07	12.55	13.06				
Intake (New)	ann	37,982.35	39,424.35	40,964.38	42,607.58	44,265.30	45,577.80	47,383.17	49,253.89	51,262.58	53,322.10
35 Hour Work Week	bw	1,460.86	1,516.32	1,575.55	1,638.75	1,702.51	1,752.99	1,822.43	1,894.38	1,971.64	2,050.85
	hr	20.87	21.66	22.51	23.41	24.32	25.04	26.03	27.06	28.17	29.30

**Letter of Understanding**

1. This letter will confirm that Article 24:03 (d) and (i) - Vacations will come into effect as at the date the Agency makes the provisions of this clause applicable to all MYS employees in non-management positions.
2. This letter will confirm that prior to contracting out work of the bargaining unit, the Agency will meet with the Union to discuss the reasons for contracting out and other options to provide service.

Signed on this 23 day of October, 2007.


  
On Behalf of Macdonald Youth Services

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Macdonald Youth Services

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of Macdonald Youth Services

  
On Behalf of the Manitoba Government  
and General Employees' Union

## **Memorandum of Agreement**

between

**Macdonald Youth Services**

and

**Manitoba Government and General Employees' Union**

**Re: Job Sharing**

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### **Purpose**

**This Memorandum of Agreement reflects the Agency's commitment to job sharing arrangements as a viable employment alternative for employees. In considering a job sharing request, all parties shall use best efforts to negotiate a satisfactory arrangement in which operational requirements can be met and the quality of service is not affected.**

### **Definition**

**Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position are restructured to accommodate the employment of two (2) employees on a work time sharing basis. The job sharing employees are accountable for the whole job and the employees must interact in order to accomplish this.**

### **Description**

**Job sharing can be beneficial to managers by providing greater flexibility in work scheduling to cover busy periods, meeting affirmative action goals and retaining valued personnel as well as bringing a wider spectrum of skills to a position and establishing a wider pool of skills from which to draw.**

**Job share arrangements can be attractive to employees who are parents of small children; employees whose physical capabilities are limited due to handicaps or illness, employees wishing to phase out of the workforce or workers continuing with their education, other circumstances may be considered by the Executive Director upon referral from the Human Resource Department.**

**Managers can also use job sharing as a valuable tool in career development plans for employees. For example, an experienced employee wishing to work part-time**

could job share with an employee with less experience being trained for the position.

### **General Guidelines**

- 1. Nothing contained in this Memorandum of Agreement shall vary or change the Collective Agreement in intent or meaning.**
- 2. Job sharing positions are worker initiated and may be requested by any full-time permanent employee of the Agency who has completed the equivalent of two (2) years service with the Agency and has satisfactorily completed Competency-Based Training program, where appropriate.**
- 3. The number of job share arrangements in any one Service Unit/Program Area is at the discretion of the Program Coordinator. Requests for job sharing will be considered on an individual basis within the feasibility of operational and service requirements of a work unit. No more than twenty percent (20%) of all staff positions can be a job share.**
- 4. In order for a job share arrangement to be successful, it must:**
  - have a clear job description with clear standards outlined and attached for each party;**
  - have an established communication system between both parties;**
  - be voluntary;**
  - have the cooperation, support and commitment of each employee, the supervisor and the employing authority;**
  - be well organized;**
  - have expectations clearly outlined in advance;**
  - have an appropriate “Letter of Agreement” in place;**
  - have flexibility between the parties in negotiating compromises.**
- 5. Job sharing employees shall sign a job sharing agreement letter.**
- 6. No one job share employee shall own the position while the job shared agreement is in place. An employee who is an incumbent in a job sharing arrangement does not have any continuing rights to the position being shared or retained any rights to the previous position held.**
- 7. The benefits for two employees job sharing a full-time position shall be pro-rated in accordance with proportion of time worked. The total cost to**

the Agency of the benefit shall be no greater than the cost of having the positions filled by a full-time employee.

8. **Once a position has been approved for job share, the remaining portion of the position will be filled consistent with the Hiring Policy with the following words stated on the job posting:**

**“This full-time position is to be job shared by employees working part-time on a time shared basis. If you wish to apply for this position on a part-time basis, submit an application to the Employer”.**

9. **When one of the participants of the job share arrangement requests vacation leave, is absent due to illness or injury, or is on a leave of absence from the Employer, the Employer may, at its discretion, require the other participant to cover a portion or all of the days the other employee is away. In considering implementation of this provision the parties shall exercise reasonableness and flexibility.**
10. **In the event that one of the employees in a job sharing arrangement can no longer fulfill their obligation as described in the job sharing agreement, the position will be dealt with in the following manner:**
  - (a) **The remaining employee in the job share position will have the option of filling the position on a full-time basis without posting;**
  - (b) **If the remaining employee elects not to take the position full time, the position will be posted as described in #8 above;**
  - (c) **If no suitable internal candidate can be found, management may at their discretion seek a suitable external candidate. In any case, if no suitable candidate can be found, the remaining employee will have a final option to fill the position full-time;**
  - (d) **If the remaining employee is unable to assume the full-time position the remaining employee shall have the following options:**
    - (i) **Resign.**
    - (ii) **Take the first vacant comparable part-time position for which he/she is qualified and is the successful applicant. The**

employee shall remain on unpaid leave until a posting becomes open.

(iii) Continue in the full-time position for three months and then re-bulletin the job share position. Again, should no suitable candidate be found, the complete would have the options outlined in #10 (a), (b) and (c) above.

(e) The job vacancy when posted, will be filled as a full-time position.

11. The first six (6) months of the job share arrangement shall be a trial period. During the trial period, the Employer or the employees who requested the job share may terminate the arrangement in writing with thirty (30) calendar days' notice prior to termination. Either party can only request termination for cause.

If the job share arrangement is terminated during the trial period, the employee who requested the arrangement or, if not so requested, then the employee who has the most seniority will return to the original full-time position. The other affected employee will be laid off in accordance with Collective Agreement provisions (Article 42).

12. Subsequent to the trial period, the job share arrangement may be terminated:

(a) By the Employer in writing with thirty (30) calendar days' notice in response to unresolvable operational and/or service issues. Such action shall not be unreasonably exercised.

(b) By mutual agreement of the job share employees in writing with thirty (30) calendar days' notice in response to unresolvable operational and/or service issues.

Reassignment of the employees will be as described in number 11 above.

### **Benefits**

1. Job share employees will only be eligible for the benefits in accordance with Collective Agreement provisions for part-time employees.

2. **Job share employees will be entitled to payment for statutory holidays, as outlined in their respective Collective Agreement.**

**In a bi-weekly period in which a holiday falls, the work schedules for that pay period will be adjusted to ensure the remaining hours of work are equally split between the two parties. This may be accomplished through the regular scheduling process or may be arranged by the parties in consultation with the supervisor.**

3. **The Employer's group benefit plan requires a minimum number of hours per week to be eligible for the benefit plan.**

### **Job Share Approval Process**

#### **Employee's Responsibilities**

- (a) **Review the current job description and develop an equitable division of duties and workload to ensure accountability is clear.**
- (b) **Write a job share proposal including type of communication system, work schedule, possible problems and possible solutions. Ideally the proposal should be discussed with team members re potential issues and solutions.**
- (c) **Search and identify another employee interested in part-time work if one is not already available.**
- (d) **Forward the proposal to the supervisor.**

#### **Supervisor's Responsibilities**


- (a) **Review the proposal in relation to operational requirements and service/workload demands, and discuss with the employee(s).**
- (b) **Recommend the approval of the proposal to the Program Manager and the Director of Human Resources.**
- (c) **If approved, complete a job share agreement with the employees. If a partner needs to be found, prepare a job posting in accordance with Guideline #8 above.**

- (d) Forward the completed job share agreement for placement in the Personnel file and provide a copy to the Payroll Department.
- (e) If the job share proposal is not recommended by the supervisor, then the Program Coordinator and Human Resources Officer(s) shall be informed. A meeting shall be called with the Human Resources Officer(s) to review the recommendation in accordance with the job share Memorandum of Agreement and operational/service requirements.
- (f) If the recommendation to deny the request is accepted, the reasons shall be documented by the supervisor and discussed with the employee(s), a Union and Human Resources representative.
- (g) If the employee(s) disagree with the decision to deny the job share arrangement, the employee has the right to file a grievance, the procedure for which is outlined in the Collective Agreement.

**This Agreement shall be attached and form part of this Collective Agreement.**

Signed on this 23 day of October, 2007.

  
On Behalf of Macdonald Youth Services

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
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