

Collective Agreement

Between

Macdonald Youth Services

**(Alternative Parent Home Program/Northern
Alternative Parent Home Program)**

And

Manitoba Government and General Employees' Union

July 1, 2007 – June 30, 2011

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Article 1 Preamble

- 1:01** The Union recognizes that it is the function of Macdonald Youth Services to exercise the regular and customary functions of Management and to direct the working forces of the Agency subject however to the terms of this Agreement.
- 1:02** The purpose of this Agreement is to stipulate rates of pay and working conditions of those employees represented by Certificate No. MLB-6424.
- 1:03** In administering this Agreement, the employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

Article 2 Term of Agreement

- 2:01** This Agreement shall be in full force and effect from July 11, 2007 until June 30, 2011, and from year to year thereafter unless either Party gives to the other Party notice in writing of 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.
- 2:02** Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the date of signing by both parties.
- 2:03** 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.
- 2:04** However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Article 3 Application of the Agreement

- 3:01** MYS recognizes MGEU as the exclusive bargaining agent for employees employed within the scope of Certificate# MLB-6424 specifically:
- All employees employed at Macdonald Youth Services in the Alternative Parent Home Program and the Northern Alternative Parent Home Program, in the Province of Manitoba, except Coordinator APH, Assistant Coordinator NAPH, Respite Workers, those covered by other Collective Agreements and those excluded by the Act and subject to any determinations made by the Manitoba Labour Relations Board, and subject to any Court applications.
- 3:02** No employee will be required to make any written or verbal agreement which conflicts with the terms of this Agreement.

- 3:03** It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 22 hereof.
- 3:04** This agreement shall apply to all employees employed by the Agency in classifications listed in Schedule "A" (Classifications and Salary Scales) which is attached to and forms a part of this Agreement.

Article 4 Definitions

- 4:01** In this Agreement unless the context otherwise requires, the expression:
- (a) "DISMISSAL" means the termination of an employee from a position of employment with or without notice.
 - (b) "EMPLOYEE" means a person who is employed by the Agency within the scope of this Agreement
 - (i) "CASUAL EMPLOYEE" are those employees known as Respite Workers and therefore not covered by this Agreement.
 - (ii) "PERMANENT EMPLOYEE" means an employee who is hired into an established position, has completed a probationary period, and works more than 27 hours bi-weekly. A Permanent Employee is eligible for benefits including pension.
 - (iii) "TEMPORARY EMPLOYEE" means an employee who is hired into a limited term position.
 - (iv) "LIMITED TERM POSITION" is a position that is for a specific purpose and a specific length of time. The minimum for each limited term position is three (3) months and the maximum is twelve (12) months. A limited term position may be renewed only once up to a maximum of two (2) years. A limited term position may be terminated at any time with two (2) weeks' notice.
 - (v) "ESTABLISHED POSITION" is a position that is recognized as part of the normal and ongoing operations of the Agency.
 - (vi) "PART-TIME EMPLOYEE" is an employee who works in an established position at less than full time hours.
 - (vii) "AGENCY" shall mean Macdonald Youth Services as represented by the Executive Director or designate.
 - (viii) "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.

- (ix) “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.
- (x) “UNION” shall mean the Manitoba Government and General Employees’ Union.
- (xi) “SPOUSE” for the purpose of this Collective Agreement, 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 12 (twelve) months and has publicly represented that person as his/her spouse.

- 4:02** “INCREMENT” means an increase in the rate of pay of an employee within the employee’s salary scale
- 4:03** Where the single 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 and the converse shall hold as applicable.
- 4:04** In this Agreement “CHILD” shall mean the son or daughter of an employee.

Article 5 Union Security

- 5:01** Effective the date of ratification by the Union, all employees covered by 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 deducted from each payroll and shall be forwarded to the MGEU monthly, together with a list of names of employees and their address from whom deductions have been made and the amounts of such deductions.
- 5:02** Upon 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 Supervisor, in order to acquaint new employees covered by this Agreement with information about general terms and conditions of employment under the Agreement and the Union’s representation.
- 5:03** 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.

- 5:04** 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.
- 5:05** The Agency shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.
- 5:06** The Union will provide the Agency with enough copies of this Agreement for their Management team.
- 5:07** No meetings of the Union or its members will be held on the premises of the Agency without the prior approval of the Agency.
- 5:08** There shall be no solicitation of members or other Union activities on the premises of the Agency, or during working hours.
- 5:09** The parties agree that there shall be no intimidation, interference, restraint, or coercion exercised or practiced by the parties or their representatives upon employees because of membership or non-membership in the Union.
- 5:10** The Union agrees to indemnify and hold harmless the Agency against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

Article 6 Union Leave

- 6:01** 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 to the Director of HR, Macdonald Youth Services.
 - (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) For time spent with Agency representatives during collective agreement negotiations, the Union will be allowed to have no more than two (2) employees (including Union Stewards and other Union Officers) of the Agency present at each bargaining session on a wage recovery basis.
 - (d) Prior to the commencement of negotiations, the Union shall supply the Agency with a list of employees on the Union negotiating committee.

- (e) Where leave has been granted under this clause, the Union shall reimburse the Agency up to one hundred and sixteen percent (116%) of the employee's wages to cover wages and benefits paid to such employees during the approved absence.
- (f) The Union and the Employer agree to share equally any costs that may be incurred during negotiations and when representatives from both parties to this agreement are present.
- (g) 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 under this article.

Article 7 Union Stewards

- 7:01** The Agency recognizes the Union's right to select Stewards to represent employees who are members of the bargaining unit.
- 7:02** The Union shall notify the Director of HR of Macdonald Youth Services of the current appointments of Stewards and other Union Officers and the Agency shall be required to recognize only those stewards and officers of whom it has notice.
- 7:03** Stewards may be entitled to leave their work during regular working hours in order to carry out their functions under this Agreement specifically related to their attendance at collective agreement negotiation meetings with the Agency. Permission to leave during regular working hours shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably denied.
- 7:04** When it is necessary for a Steward to deal with the Agency involving a grievance during regular 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. Upon resuming their duties, the Steward and the employee shall notify their Supervisor.

Article 8 Discrimination and Harassment

- 8:01** The Agency and the Union are committed to ensuring a respectful workplace by maintaining a work environment for all employees/members which is free from discrimination and harassment.

- 8:02** The Agency shall not refuse to employ or refuse to continue to employ or discriminate against any person with regard to employment or any condition of employment or advancement opportunities for those groups as defined under Manitoba Human Rights legislation.
- 8:03** Clauses :01 and :02 do not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 8:04** The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union.
- 8:05** The definition of harassment shall be as set out in the Manitoba Human Rights Code and the Macdonald Youth Services Respectful Workplace Policy.
- 8:06** Any case of harassment upon an employee shall be reported by the employee or any other employee observing or having knowledge of the harassment to the Administration or its designate as per the Agency Respectful Workplace Policy.

Article 9 Probation

- 9:01** Full-time employees in the bargaining unit shall serve a probationary period of three (3) months in their classification. Part-time employees in the bargaining unit shall serve a probationary period of the full-time equivalent of three (3) months in their classification. The probationary period may be extended, however such extension cannot exceed twelve (12) months from the date of hire.
- 9:02** A probationary employee shall be entitled to all applicable rights and benefits of this Agreement except those defined under Article 9. Upon completion of the probationary period or any extension, seniority shall be effective from the last date of hire.
- 9:03** An employee shall be notified in writing of any extension of the probation period at least three (3) weeks prior to the expiry of the probation period. Notification shall include the rationale for the extension.

- 9:04** In the event that the employer terminates the employment of a probationary employee, the employee may grieve the termination at Step 3 of the grievance procedure within ten (10) working days from the date that employment was terminated. The Executive Director or designate shall hold a meeting to discuss the grievance with the employee and with a Union representative. The decision of the Executive Director or designate shall be final and binding and shall not be referred to arbitration.
- 9:05** An employee whose employment is terminated during the probation period shall be provided proper notice (or payment in lieu of notice) as per the Employment Standards Code.

Article 10 Payment of Wages

- 10:01** Employees shall be paid on a bi-weekly basis in accordance with their placement on the salary scale for their classification.
- 10:02** On each payday each employee shall be provided with an itemized statement of wages and deductions.
- 10:03** At the time of hire, new employees shall be advised in writing of their rate of pay on the salary scale, their classification, and shall receive a written job description for their position.
- 10:04** The calculation of hours worked in this Article shall include all regular hours actually worked by the employee, and shall also include paid sick leave, vacation with pay, general holiday with pay, and any other leave paid by the Employer.
- 10:05** After twelve (12) months of service every permanent employee will receive an increment of one step, unless he or she is in a term position, on an unpaid leave, or at the top of the salary scale. Part time employees will be paid increments when they complete the equivalent to full time hours of work.
- 10:06** Term positions will be in place for a maximum of one (1) year. Notwithstanding the foregoing, term positions may be extended for a period of more than one (1) year with the approval of the Union. Such approval may not be arbitrarily withheld.
- 10:07** Where an employee is reclassified to a classification with a higher salary scale, the employee shall be placed at the first step on the salary scale of the new classification that provides a percentage increase of not less than the percentage difference between steps in the previous classification.
- 10:08** Schedule A (Classifications and Salary Scales) shall be attached to and form a part of this Collective Agreement.

Article 11 Acting Status

- 11:01** An employee who is assigned to perform the principal duties and responsibilities of a higher rated position in the bargaining unit for a period of five (5) or more consecutive working days shall be appointed temporarily to the higher rated position with acting status and shall be paid at the scale of pay for the higher rated position from the date of taking over the principal duties and responsibilities until the temporary appointment is revoked. Upon the temporary appointment being revoked, the employee shall, unless appointed or promoted to another position in the bargaining unit, revert to the employee's original position and be paid at the rate that the employee would be paid if the employee had not held the temporary appointment.
- 11:02** The "principal duties and responsibilities" as per :01 means all of the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent has been replaced.
- 11:03** When an employee is temporarily assigned, in accordance with the terms of this Agreement to a position paying a lower rate, his or her rate shall not be reduced.

Article 12 Bulletin Boards

- 12:01** The Union shall have the use of space on a bulletin board in all work locations at MYS where members of the bargaining unit collect their business related mail. All items to be posted on the bulletin boards shall first be approved by management and any items that have not been approved by management shall be removed from the bulletin board.

Article 13 Hours of Work

- 13:01** Regular hours of work for all full-time employees will be seven (7) hours per day and thirty five (35) hours per week Monday through Friday to be scheduled to meet client service needs and with the consent of the supervisor.
- 13:02** Employees who work full-time hours shall be entitled to a one (1) hour unpaid break per work day which may be split into one-half (1/2) hour segments.
- 13:03** Employees who work less than five (5) hours per day shall be entitled to one (1) fifteen (15) minute rest period.
- 13:04** The standard hours of work for full-time and part-time employees may be Monday to Friday between the hours of 8:00 a.m. and 7:00 p.m.

- 13:05** Notwithstanding :04, non-standard hours of work may be established to respond to the operational or client needs of APH/NAPH.
- 13:06** Past practices for hours of work will remain in effect subject however to :02 and :03 above.

Article 14 Overtime

- 14:01** Overtime shall be calculated on the basis of one and one-half times (1 ½ X) for hours worked in excess of the regular hours of work. Overtime calculations shall be based on regular pay and shall not include any other premiums.
- 14:02** All overtime worked must be pre-approved by the Supervisor.

Article 15 Personnel Files

- 15:01** Personnel files are maintained by the Human Resources Department and are considered to be confidential. All records relating to an employee's employment shall be retained on that file.
- 15:02** Access to information contained in an employee's personnel file is restricted to an employee and his or her manager by prior arrangement with the Human Resources Department. An employee may review the contents of his/her personnel file in the presence of a Human Resources Specialist or the Director of Human Resources. The employee may place on his/her personnel file a concise explanation or statement concerning any of the file's contents.
- 15:03** 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.
- 15:04** An employee shall have the right to request that copies be made of any material contained in his/her personnel file. Such requests shall not be unreasonably denied.
- 15:05** Where an employee has made a request as per Article :02, the employer shall, within five (5) working days after the request make the file available.
- 15:06** An employee shall have the right to grieve for the removal of any documents pertaining to disciplinary action as per Article 22 contained in the employee file.

Article 16 Accommodation for Religious or Other Holidays

- 16:01** An employee who wishes to observe a recognized religious holy day or other holiday other than those covered in Article 25 shall submit a written request to their Supervisor at least two (2) weeks in advance for permission to be allowed:
- To use time off in lieu of one of the three (3) provincially observed holidays (Easter Monday, August Civic Holiday or Boxing Day);
 - To take the time as a leave of absence without pay;
 - To take time through a mutually agreed to alternate arrangement such as vacation or accumulated time.
- 16:02** The Supervisor's approval shall not be unreasonably withheld.
- 16:03** For the purpose of this Article, religious holy days shall be interpreted as major religious holy days normally observed by the employee and designated a day of obligation for the employees' religion for which an employee must abstain from engaging in paid employment.

Article 17 Seniority

- 17:01** Seniority is defined as length of continuous service based on paid hours in the bargaining unit, which shall include service prior to certification, but adjusted in accordance with this Article and it shall operate on a classification wide basis.
- 17:02** Seniority shall be effective as of the date the employee completes their probationary period as provided for in Article 9.
- 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 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) period 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 approved, 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 not in excess of thirty (30) working days;
- (h) illness or accident up to twelve (12) months;

17:05 Without limiting the generality of the following, seniority and employment will terminate if an 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 more than twelve (12) months;
- (e) working in a term that is not renewed at the expiry of a term of employment;
- (f) retires.

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)
 - (i) promoted or takes a new position outside of the bargaining unit and has not completed the trial period;
 - (ii) should an employee be temporarily promoted or transferred to a position outside of the bargaining unit and she is returned to the bargaining unit within six (6) months from the date of promotion or transfer, she will be credited with the seniority she would have earned upon re-entry to the bargaining unit.
- (c) Laid off for less than twelve (12) months;
- (d) Absent because of illness or accident over twelve (12) months.

Article 18 Vacancies and Change in Employee Status

18:01 Management shall have the sole right to make the decision as to whether vacant positions shall be posted.

18:02 When a vacancy occurs or a new permanent position is created in the bargaining unit, and the Agency decides to post the vacancy, the Agency shall post all such vacancies or new positions on bulletin boards in all work locations for a minimum of seven (7) working days. Postings shall contain the qualifications required, salary range, hours of work, and closing date for the posting.

A copy of each job posting shall be given to a member of the Union Executive.

18:03 First consideration for selection to a position within the bargaining unit shall be given to bargaining unit employees within the Alternative Parent Home Program/Northern Alternative Parent Home Program. 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.

18:04 Education, training, experience, and ability shall be considered in the selection to a position. Where these factors are judged to be relatively equal, then seniority shall be the determining factor.

18:05 Employees shall not be promoted outside of 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 the same or a similar position in the bargaining unit during the trial period, which shall be a maximum of three (3) months. Such return shall not be grievable or arbitral by either party.

18:06 An employee who is notified that they are not the successful candidate for a vacant position shall, upon request within fifteen (15) working days of being so notified, have the right to meet with the Coordinator to discuss the reasons for non-selection. An employee has the right to grieve their non-selection as per Articles 22 and 23.

18:07 A permanent employee who is assigned, promoted, or transferred in accordance with the Collective Agreement to a term position, shall retain the status of a permanent employee. Upon completion of the term position, the employee shall have the right to return to their former position.

18:08 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 the same is agreed upon by the Agency, the employee and the Union.

Article 19 Resignation

- 19:01** An employee, other than a term employee, shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two weeks shall only be given with the approval of the Agency.
- 19:02** The effective date of resignation shall be the last day upon which an employee is present at work and performs their regular duties.
- 19:03** No notice of resignation is required for a term employee except where the employee intends to resign prior to the completion of the scheduled term of employment. Such employee shall give two (2) weeks written notice of resignation. The Agency may approve a shorter period of notice, and such approval shall not be unreasonably withheld.

Article 20 Termination of Employment

- 20:01** Subject to Section :02 the Agency shall give written notice of termination to each employee who is to be terminated (other than a Term employee) as per the provisions of the Employment Standards Code.
- 20:02** A term employee who is terminated prior to the expected expiry date of the term of employment shall be given two (2) weeks 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 shall make available, within ten (10) 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** When an employee is disciplined for just cause and the discipline is to be a matter of record, the employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have a Union Steward present.
- 21:02** Should an employee be interviewed by the Agency for the purpose of determining disciplinary action, the employee shall be advised that he/she has the right to have a Union Steward present.
- 21:03** Grievances concerning demotions and suspensions shall be initiated at Step 2 of the Grievance Procedure.

- 21:04** All documents relating to written disciplinary action shall be removed from the employee's personnel file twenty-four (24) months following the date of the disciplinary letter unless there has been additional disciplinary action for the same or similar incidents. Any accumulation of ten (10) or more days absence from work (excluding approved vacation time) will be added to the twenty four (24) month period.
- 21:05** In the case of multiple disciplinary action for the same or similar incidents, all documents relating to the written disciplinary action shall be removed from the employee's personnel file thirty-six (36) months following the date of the last disciplinary document.

Article 22 Grievance Procedure

- 22:01** A Grievance shall be defined as any difference between the parties to or bound by this Agreement concerning its interpretation, application, administration or any alleged violation of this Agreement.
- 22:02** No grievance shall be considered except under the terms of the following procedure.
- 22:03** The parties to this Agreement recognize the desirability of resolving grievances through an orderly process without stoppage of work or refusal to perform work.

However, nothing in this Agreement shall preclude an employee, applicable management, and the Union Steward, within ten (10) working days, meeting to discuss the facts that gave rise to the differences and attempting to resolve the differences informally. Should this fail to resolve the differences, a grievance may be submitted in writing pursuant to this clause. The timelines outlined in :07 will start after the above noted meeting.

For the submission of grievances as provided herein, "working days" shall be considered as the days in which the Agency general offices are open to the public for the transaction of regular business.

- 22:04** No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the employee more than ten (10) working days prior to the filing of the first grievance.
- 22:05** All grievances shall be submitted in writing, with the redress requested, to their Supervisor with a copy to the Director of HR, Macdonald Youth Services.

- 22:06** All persons aggrieved shall have the right to be present at all steps of the grievance procedure. An employee has the right to representation by a Union Steward at any step of the Grievance procedure. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 22:07** Grievances shall be dealt with progressively in the following manner. Longer periods of time for consideration of grievances may be given at any step in the procedure, if mutually agreeable:
- Step 1: The grievance shall be submitted within ten (10) working days to their Supervisor who shall hear the grievance within ten (10) working days and shall render a decision in writing within ten (10) working days from the date the grievance is heard.
- Step 2: If a satisfactory settlement is not obtained in Step 1 the grievance shall be submitted within ten (10) working days to the Coordinator or designate who shall hear the grievance within ten (10) working days and shall render a decision in writing within ten (10) working days from the date the grievance is heard.
- Step 3: If a satisfactory settlement is not obtained in Step 2, the grievance shall be submitted within ten (10) working days to the Executive Director or designate who shall hear the grievance within ten (10) working days and shall render a decision within ten (10) working days from the date the grievance is heard.
- Step 4: If a satisfactory settlement is not obtained in Step 3, the grievance may be referred by either party to Arbitration within ten (10) working days from the date the decision is received from the Executive Director.
- 22:08** Policy Grievance—where a dispute involving a question of general application or interpretation occurs, Step 1 and Step 2 of this Article may be by-passed.

Article 23 Arbitration

- 23:01** If a satisfactory settlement is not reached through the process described in Article 22, either party may refer a dispute to arbitration for final and binding settlement by giving notice to the other party within the time limits as described in Article 22.
- 23:02** Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section :01 shall so state.
- (a) The parties will attempt to reach agreement on a single arbitrator within ten (10) calendar days;

- (b) If the parties are unable to reach agreement on a single arbitrator they will request that the Manitoba Labour Board appoint an arbitrator;
 - (c) A single arbitrator shall be considered to be an Arbitration Board for the purposes of this Article;
 - (d) In special circumstances, either party may request a three (3) person Board of Arbitration. Neither party shall unreasonably withhold their consent to this request. .
- 23:03** The arbitrator shall not be empowered to make any decision inconsistent with the terms of this Agreement or to modify or amend any portion of this Agreement.
- 23:04** 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 or determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days of the hearing.
- 23:05** Within seven (7) calendar days following the 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.
- 23:06** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 23:07** Each party shall pay one-half (1/2) of the fees and the 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.
- 23:08** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 23:09** Effective from the date of ratification of this Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances shall be submitted to a Board of Arbitration in accordance with the procedure set forth in this Article.

Article 24 Vacation

- 24:01** For the purposes of this Agreement, a vacation year is the period beginning April 01 of each year, and ending on March 31 of the next year.
- 24:02** A permanent full-time employee with less than one (1) year of service is eligible for vacation with pay on a pro-rated basis.

- 24:03** (a) Vacation leave shall be taken only with the written approval of the employee's supervisor.
- (b) All vacation time accrued in one fiscal year should be taken before the end of the following fiscal year.
- (c) Any carryover of vacation time must be approved in writing by the senior manager at least one month prior to year-end. In no case will vacation carryover be allowed for more than one (1) consecutive year.
- 24:04** All employees covered by this Agreement shall be entitled to receive vacation with pay in accordance with the following:
- an employee will receive 4% vacation pay if he/she leaves prior to completing one (1) year of service.
 - three (3) weeks (6%) during the first two (2) years of service
 - four (4) weeks (8%) after two (2) years of service
 - five (5) weeks (10%) after ten (10) years of service
 - six (6) weeks (12%) after twenty (20) years of service
- 24:05** Vacation time may not be used as part of an employee's notice period.
- 24:06** The Agency shall schedule vacations according to operational needs, and at the request of the employee, with consideration given to seniority in the event of a conflict.
- 24:07** Vacation will be scheduled in continuous one (1) week periods unless otherwise mutually agreed between the Agency and the employee. Where operational needs permit (in the opinion of the Agency) and at the request of the employee, a continuous vacation period may be granted. The vacation schedule is not to be altered except with the written approval of the Coordinator.
- 24:08** If an employee becomes ill while on their approved vacation, upon provision of appropriate medical documentation their vacation will be re-credited as vacation time.
- 24:09** Service for the purpose of vacation leave credits shall not accumulate during periods when an employee is:
- on a leave of absence without pay in excess of thirty (30) days per year; or
 - laid off

Article 25 Statutory Holidays

25:01 For the purpose of this Article Statutory Holidays include the eight (8) general holidays and the three (3) provincially observed holidays as follows:

All employees shall be entitled to the following general holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Louis Riel Day	Canada Day	Christmas Day
Good Friday	Labour Day	

Additionally permanent employees are entitled to the following Provincially observed holidays as well as any other holiday that is proclaimed or declared by the Province of Manitoba and/or the Government of Canada:

Easter Monday	August Civic Holiday	Boxing Day
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25:02 Remembrance Day is covered in :06 of this Article.

25:03 When a statutory holiday falls on a Saturday or Sunday the Agency will observe the holiday on the following Monday or on a day which is in keeping with the general practice of the community.

25:04 Permanent Employees

If a statutory holiday occurs during an employee's vacation period it is not counted as a vacation day.

Statutory holiday time will not normally be paid out to permanent employees.

25:05 A permanent employee who is directed and pre-approved to work on a statutory holiday that falls on a normally scheduled workday, will receive his or her normal pay for that day and, in addition, one and one half times his or her normal pay for all hours worked that day, banked as overtime.

If the statutory holiday falls on a non-scheduled workday, the employee will take either the day before or the day after the statutory holiday in lieu of the statutory holiday, and will receive the pay that he or she normally would have received for the day the employee takes in lieu of the statutory holiday.

Accumulation of statutory holidays is not allowed.

25:06 Remembrance Day

All permanent employees shall be entitled to a day off in recognition of Remembrance Day. Employees should not work on Remembrance Day.

When Remembrance Day falls on a regularly scheduled day off, the employee will receive one additional day off with pay.

If Remembrance Day occurs during an employee's vacation period it is not counted as a vacation day.

Article 26 Sickness and Non-Occupational Accident

- 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 (4) years of service at the rate of seven (7) hours per month.
 - (b) After the first four (4) years of service at the rate of fourteen (14) hours per month.
 - (c) Sick leave shall not accumulate beyond a maximum of two-hundred and 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 they were scheduled to work. Where an employee is absent by reason of illness for a portion 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** An employee who is absent because of illness or injury shall furnish when requested by the Agency, at any time during the period of illness or injury, a medical certificate certifying that the employee is unable to be present at work because of illness or injury. Where an employee fails to provide a medical certificate acceptable to the Agency, the employee shall not be paid for the period of the absence.
- 26:06** Where an employee is to be absent because of illness or injury the employee shall notify his/her Supervisor, or in the absence of the Supervisor, the person who is on duty in charge of the workplace at least one (1) hour prior to the normal hour of beginning the shift or as soon thereafter as possible.
- 26:07** Sick leave credits shall not continue to accumulate during periods when an employee is:

- (a) on a paid leave of absence including income protection;
- (b) absent without leave;
- (c) on a leave of absence without pay for more than one (1) week;
- (d) absent on leave without pay and/or Worker's Compensation for a period of more than ten (10) consecutive working days

26:08 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 Corporation to the extent that such benefits and paid sick leave exceed the employee's normal wages. In such case where an employee uses his/her accumulated sick leave, the employee shall reimburse the Agency the amount from the insurance plan and the corresponding amount of the employee's sick leave will be reinstated.

26:09 Employees found to be abusing the sick leave privilege, may be disciplined by the Agency up to and including dismissal.

26:10 Should all sick leave credits be exhausted, an employee may use for the purpose of bona fide sick leave any accrued vacation or any available compensatory overtime.

26:11 For situations where reasonable accommodation becomes a bona fide issue, a return to work plan may be developed for the employee.

26:12 The Employer agrees that time off for medical appointments including reasonable travel time shall be granted to an employee subject to operational requirements. Such time off may be charged against the employee's accumulated sick leave. It is expected that efforts will be made to schedule appointments outside of working hours.

Article 27 Stand-By

27:01 An employee is considered to be on stand-by when the employee is required to be available for work at times other than his or her regularly scheduled work hours, his or her lifestyle is affected during the time of stand-by, and there is a requirement to document all calls received and the actions taken as a result of those calls.

27:02 The duration of each stand-by period will be limited to a maximum of two (2) weeks.

- 27:03** For each seven (7) day period an employee is on stand-by status the employee will receive seven (7) hours of accumulated time. When the rotation includes a statutory holiday, the employee will receive an additional seven (7) hours of accumulated time.
- 27:04** Employees who are designated on stand-by status must be immediately available by telephone.
- 27:05** The service area will ensure a fair and equitable assignment of rotations among those employees who are required to be on stand-by status.

Article 28 Leave of Absence

- 28:01** An employee, upon request in writing to their Supervisor, may be granted a leave of absence without pay for good and sufficient reason consistent with Agency policy.
- 28:02** 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 the benefit programs, if applicable, provided the master contracts so allow.

28:03 Maternity Leave

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.

28:04 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.

28:05 (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.

28:06 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).

28:07 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.

28:08 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.

28:09 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.

28:10 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.

28:11 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.

28:12 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 (includes Paternity leave)

28:13 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.

28:14 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.

28:15 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.

28:16 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.

28:17 End of Parental Leave

An employee's parental leave ends thirty-seven (37) weeks after it began or if 28:14 above applies, then thirty-seven (37) weeks after it began less the number of days provided for in section 28:14 above.

28:18 Ending Leave Early

An employee may end his or her parental leave earlier than the day set out in subsection 28:13 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.

28:19 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.

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.

28:20 Compassionate Leave

Compassionate leave is intended to be used for those times when an employee may need a limited time away from work to deal with family or personal circumstances.

A permanent employee who has completed thirty (30) days of employment with the Agency may be granted compassionate leave of up to three (3) working days per year without loss of salary.

Additional leave without pay beyond three (3) days with or without pay may be granted at the discretion of the Supervisor in consultation with HR.

28:21 Compassionate Care Leave

Compassionate care leave is without pay and is available to an employee who has completed thirty (30) days of employment with the Agency and is in accordance with the Employment Standards Code. The purpose is to provide care or support to a seriously ill immediate family member. An immediate family member for the purpose of this policy is defined as a spouse, live-in partner of either gender, child, parent or sibling.

An employee who qualifies for compassionate care leave must submit to his or her Supervisor a written request at least two (2) weeks before the day on which the employee intends to commence the leave, unless circumstances necessitate a shorter notice period. A copy of a physician's certificate verifying the serious nature of the illness must be submitted. If an employee on this leave wishes to end the leave early, he or she must provide at least forty eight (48) hours notice of the expected return date.

28:22 Bereavement Leave

Bereavement leave is a leave of absence with pay that is available to an employee in the event of the death of a family member. A family member is anyone connected by blood, marriage, through adoption, or fostering or a live-in partner.

A permanent employee who has completed thirty (30) days of employment with the Agency may be granted bereavement leave of up to four (4) working days without loss of salary.

Additional unpaid leave beyond four (4) days may be granted at the discretion of the Supervisor.

28:23 Witness or Jury Duty

An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding in a matter not related to the Agency may be granted a leave of absence with pay, if requested, for a maximum of five (5) working days.

If leave is granted with pay, all fees received by the employee during the period he or she is on paid leave shall be remitted to the Agency.

If a leave without pay is granted, the employee's position, or a comparable position, will be held for him or her.

If the employee does not feel that he or she can commit to jury duty on the basis of work related issues, the HR Department may, upon request from the employee, write a letter in support of the employee seeking to be excused from jury duty.

28:24 Inclement Weather Leave

Inclement weather as determined by the Agency generally includes any intense adverse weather condition such as heavy snow, ice, rain, or fog, excessive heat, wind or other similar weather condition that creates significant risk to the health and safety of employees.

Depending on the severity of the weather conditions, the Executive Director may authorize the closure of specific work locations. Employees are expected to report for work unless otherwise notified.

All employees who were scheduled to work on a day when their specific work location has been closed due to inclement weather will be paid in full for the hours they were to work.

The Supervisor has the discretionary authority to allow employees of the specific area to leave work early, with pay, due to deteriorating or adverse weather conditions, in order to ensure the employee's ability to get home safely and at a reasonable time.

Employees who come to work under adverse weather conditions will be paid in full for that day, even though they may be delayed by the conditions and arrive late.

An employee who is unable to attend work because of weather-related conditions, even though the work location is open, may use vacation time as available, make up the work on an hour-for-hour basis (where possible) or elect to take the day without pay.

An employee who is unable to attend work due to family responsibilities resulting from inclement weather (i.e. daycare, schools, and/or elder care facilities being closed) may also use vacation time as available, make up the work on a hour-for-hour basis (where possible) or elect to take the day without pay.

An employee who is unable to attend work or will be delayed is expected to notify his/her supervisor immediately.

Article 29 Workers Compensation Benefits

- 29:01** 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.
- 29:02** 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.
- 29:03** 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.

- 29:04** 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.
- 29:05** 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.
- 29:06** 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 30 Labour Management Committee

30:01 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.

30:02 Chairperson of the Meeting

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

30:03 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.

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.

- 30:04** 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 31 Strikes and Lockouts

- 31:01** 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.
- 31:02** The Agency agrees that there will be no lockout of employees during the life of this Agreement.
- 31:03** 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.
- 31:04** 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.
- 31:05** 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 32 Call Out

- 32:01** An employee, if called out for overtime work, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate providing that period of overtime worked by the employee is not contiguous to their scheduled working hours. A meal break shall not be regarded as affecting contiguity.

Article 33 Use of Privately Owned Vehicles

33:01 Employees who are required to utilize their own vehicles for the employer's business will have the operation expenses covered in accordance with this article.

33:02 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 may result in disciplinary action.

Whether staff use their own or Agency vehicles to transport clients, both driver and passengers 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 authorization from the Coordinator and the clients guardian/parent.

33:03 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.

33:04 Employees are not allowed to loan their vehicles to clients of Macdonald Youth Services or to teach them how to drive in their personal vehicles. All driver training with for clients will be with Agency vehicles after consultation and agreement with the Supervisor.

33:05 (a) The employer will pay the deductible on accidents, while on Agency business, whether driving an Agency vehicle or their own vehicle, subject to the following:

(i) When the Agency is required to pay the deductible on an employee's vehicle they will pay 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 the payment.

(b) On the occurrence of the third accident the Agency will review if the employee is to be allowed to drive on Agency business.

33:06 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 notify Human Resources of these changes.

- 33:07** 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 Driver's License and not be prohibited from driving.
- 33:08** Any staff member who uses their own vehicle to perform Agency business must carry All Purpose Insurance with a minimum third party liability of two million dollars (\$2,000,000). Should the Agency require supplementary liability insurance in excess of two million dollars (\$2,000,000) the Agency agrees to compensate employees for the cost of the supplemental liability insurance.
- 33:09** Employees who are required to use their own vehicles in order to conduct Agency business will be reimbursed at the current Agency mileage rate. The current Government of Manitoba mileage rate will be used as a guideline in the annual review of the mileage rate.

Article 34 Violence

- 34:01** 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 for the purpose of this article, is defined as any incident in which the employee abuses, threatens, or assaults or the employee is abused, threatened, or assaulted during the course of his/her employment. This would normally include the application of force, threats (with or without weapons), and severe verbal abuse.

The Employer and the Union agree to develop and implement specific policies through the Labour Management Committee to deal with violence.

Article 35 Job Classification

- 35:01** The Agency agrees to provide job descriptions for all classifications for which the Union is the bargaining agent within ninety (90) days of the expiry of this Agreement.
- 35:02** 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.
- 35:03** The Agency and the Union shall meet within twenty (20) calendar days of receipt of the proposal to negotiate the rate of pay for the classification in question.

- 35:04** Where there is no agreement on the rate of pay the matter shall be referred to arbitration as per Article 23.
- 35:05** Where an employee at any time feels that their position is incorrectly classified, the employee may apply in writing to their immediate supervisor to have their position reclassified to a different classification. If the Employer feels that 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. Where the employer agrees that a new classification should be established, the new salary scale shall be applied retroactively to the date of application by the employee.
- 35:06** The immediate supervisor shall reply in writing within ten (10) working days from the date the request was received by the supervisor.
- 35:07** If the reply from the supervisor is not satisfactory to the employee, the employee and the Agency agree to attempt to resolve the matter through the use of a mediator agreed to by both parties. Should mediation fail to bring about an agreement between both parties, the employee may grieve commencing at Step 2 of the Grievance Procedure (Article 22) within fifteen (15) calendar days from the date the reply was received from the immediate supervisor.

Article 36 Liability Insurance

- 36:01** 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 or such delivery, advise the Employer accordingly, in writing.

Article 37 Health and Safety

- 37:01** 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.
- 37:02** 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 38 Benefits

- 38:01** The Agency shall ensure that qualifying employees shall at all times receive no less beneficial form of the benefits and coverage as is the current practice.
- 38:02** 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.
- 38:03** The Agency shall supply the Union and each employee 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. New employees shall be provided with a copy of the summary benefits (or similar documents) at the same time as they become eligible to receive said benefits.

Article 39 Layoff and Recall

- 39:01** Where it is determined that there are to be layoffs within the bargaining unit, layoffs shall be based upon seniority in their classification.
- 39:02** A layoff shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work for an employee.
- 39:03** 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.

- 39:04** 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.
- 39:05** In the event of layoffs, employees may choose to be laid off and their name placed on a recall list.
- 39:06** Employees shall have their names placed on the recall list for a period of one (1) year from the effective date of their layoff.
- 39:07** The Union shall be provided a copy of the recall list upon request.
- 39:08** Employees shall be called back to work on the basis of seniority.
- 39:09** 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.
- 39:10** 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.
- 39:11** 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.
- 39:12** New employees shall not be hired until those laid off who meet the requirements of the position have been given an opportunity of recall.
- 39:13** Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

Article 40 Out of Town Travel Compensation

- 40:01** Transportation and accommodation will be selected in a manner which is both practical and economical, having regard for the purpose and urgency of the trip.
- 40:02** The standard for air travel is Economy.
- 40:03** If an employee is required to stay overnight on Agency related business, a single room will be reserved for each employee from a list of approved hotels.

40:04 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:	\$9.00
Supper:	\$16.00
Incidentals:	\$3.00

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

Article 41 Damage to Personal Effects

41:01 The Agency will cover the cost of the deductible, repair, or replacement of personal possessions of employees in the following instances:

- When damage to personal vehicles is caused by clients;
- When damage to personal vehicles occurs due to unknown causes incurred while on Agency business (e.g. vandalism to a parked car while attending a work related meeting)
- When prior permission for the use of personal equipment for work purposes is given by the Senior Manager;
- Reasonable reimbursement limits for the replacement of watches and clothing will be established and reviewed periodically by the Agency.

LETTER OF UNDERSTANDING

Between

Macdonald Youth Services (Alternative Home Program)

And

Manitoba Government and General Employees Union

Re: Devolution and Transfer of Service

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.

Signed on this 11th day of September, 2009.

Lima Chapman
On Behalf of Macdonald Youth Services

Steve Ash-Harmon
On Behalf of the Manitoba Government
and General Employees' Union

Jacqueline Dool
On Behalf of Macdonald Youth Services

[Signature]
On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

Between

Macdonald Youth Services (Alternative Parent Home Program)

And

Manitoba Government and General Employees Union

Re: Job Sharing

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 remaining employee 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 11th day of September, 2009.

Lina Chapman
On Behalf of Macdonald Youth Services

Steve Ash-Harmon
On Behalf of the Manitoba Government
and General Employees' Union

Jacqueline Oad
On Behalf of Macdonald Youth Services

[Signature]
On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

Between

Macdonald Youth Service (Alternative Home Parenting Program)

(The Employer)

And

Manitoba Government & General Employees' Union

(The Union)


Re: Andrew Milejszo

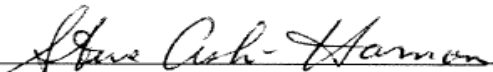
The parties agree that Mr. Milejszo will be green circled on a PIO basis in his current classification (APH Support Supervisor) and salary (as of June 4, 2009, step 6 of the Unit Manager/Supervisor Salary Scale) and granted all increment and wage increases during his employment with MYS as well be subject to an eight (8) hour work day and forty (40) hour work week.

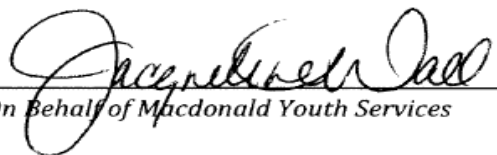
It is further agreed that Mr. Milejszo will remain at this salary unless he voluntarily transfers to another position or resigns from MYS.


The employer will also provide Mr. Milejszo with a job description for his position within thirty (30) days of the ratification of the Collective Agreement. Should there be any dispute arising out of the appropriateness of the classification based on the duties assigned where it is believed the classification is too low, the parties shall meet to discuss the placement in, or creation of, a new classification. Should the parties be unable to reach an agreement, the matter may be referred to arbitration in accordance with Article 22.

Signed on this 11th day of September, 2009.


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

Letter of Understanding

between

Macdonald Youth Service

Alternative Home Parenting Program

(The Employer)

and

Manitoba Government & General Employees' Union

(The Union)

Re: Northern Allowance

The parties agree that the Employer will continue its current practice of compensating employees who work above the 53 parallel with an additional five percent (5%) of their salary on a bi-weekly basis exclusive of any pay out of banked time which would be in addition to their regular hours worked.

It is further agreed that that any retro amount owing as a result of the ratification of the July 11, 2007 – June 30, 2011 Collective Agreement between the parties shall be subject to the Northern Allowance provisions.

Signed on this 11th day of September, 2009.

Lina Chapman
On Behalf of Macdonald Youth Services

Steve Ash-Harmon
On Behalf of the Manitoba Government
and General Employees' Union

Jacqueline Idd
On Behalf of Macdonald Youth Services

[Signature]
On Behalf of the Manitoba Government
and General Employees' Union

Schedule "A" Salary Scales

Salary Scales Effective July 1, 2007

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Therapist 35 hr work week	Ann	42,748.80	44,492.61	46,279.84	48,131.54	50,056.80	52,058.78	54,141.13	56,517.78	
	Bw	1,644.18	1,711.25	1,779.99	1,851.21	1,925.26	2,002.26	2,082.35	2,173.76	
	Hr	23.49	24.45	25.43	26.45	27.50	28.60	29.75	31.05	

Clinical Case Mgr 35 hr work week	Ann	39,942.19	41,523.85	43,168.77	44,687.17	46,247.74	48,131.54	50,056.80	52,058.78	
	Bw	1,536.24	1,597.07	1,660.34	1,718.74	1,778.76	1,851.21	1,925.26	2,002.26	
	Hr	21.95	22.82	23.72	24.55	25.41	26.45	27.50	28.60	

Hr Support S 35 hr work v Hrs @35. Ap 07	Ann	28,915.97	30,564.71	31,913.68	33,688.40	35,262.66	36,849.48	38,507.71	40,466.77	
	Bw	1,112.15	1,175.57	1,227.45	1,295.71	1,356.26	1,417.29	1,481.07	1,556.41	
	Hr	15.89	16.79	17.53	18.51	19.38	20.25	21.16	22.23	

Program Ad Asst 35 hr work v	Ann	21,576.17	22,652.30	23,786.23	24,974.81	26,224.33	27,347.75	28,638.27	30,145.54	30,974.24
	Bw	829.85	871.24	914.85	960.57	1,008.63	1,051.84	1,101.47	1,159.44	1,191.32
	Hr	11.86	12.45	13.07	13.72	14.41	15.03	15.74	16.56	17.02

July 1, 2007 to June 30, 2008: Move bargaining unit members to the revised MYS Salary Scales (move from current Step on the "old" scale to the closest step on the revised scale)

Salary Scales Effective June 30, 2008 + 2%

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Therapist	An	43,603.78	45,382.46	47,205.44	49,094.17	51,057.94	53,099.96	55,223.95	57,648.14	
35 hr work week	Bw	1,677.07	1,745.48	1,815.59	1,888.24	1,963.77	2,042.31	2,124.00	2,217.24	
	Hr	23.96	24.94	25.94	26.97	28.05	29.18	30.34	31.67	
Clinical Case Mgr	An	40,741.03	42,354.33	44,032.15	45,580.91	47,172.69	49,094.17	51,057.94	53,099.96	
35 hr work week	Bw	1,566.96	1,629.01	1,693.54	1,753.11	1,814.33	1,888.24	1,963.77	2,042.31	
	Hr	22.39	23.27	24.19	25.04	25.92	26.97	28.05	29.18	
Hr Support Sup	An	29,494.29	31,176.01	32,551.96	34,362.17	35,967.91	37,586.47	39,277.86	41,276.11	
35 hr work week	Bw	1,134.40	1,199.08	1,252.00	1,321.62	1,383.38	1,445.63	1,510.69	1,587.54	
Hrs @35. Apr 1 07	Hr	16.21	17.13	17.89	18.88	19.76	20.65	21.58	22.68	
Unit Mgr/Sup	An	33,707.76	35,629.72	37,202.24	39,271.05	41,106.18	42,955.96	44,888.99	47,172.69	
40 hr work week	Bw	1,296.45	1,370.37	1,430.86	1,510.43	1,581.01	1,652.15	1,726.50	1,814.33	
	Hr	16.21	17.13	17.89	18.88	19.76	20.65	21.58	22.68	

July 1, 2009 to June 30, 2010

The lesser of:

1. 2.9% Increase; or
2. The Government of Manitoba grant less ½ of 1% increase unless:
 - (a) The funding agreement indicates that a larger percentage is to be applied to wages and benefits;
 - (b) A wage increase, equal to or greater than the grant increase, is made available to any other employee of Macdonald Youth Services (other than the Youth Emergency Crisis Stabilization System) in which case members of the APH and NAPH Programs shall receive an equal level of compensation;
 - (c) The grant and/or the wage increase is 0% in which case members of the APH and NAPH Programs shall receive 0%.

Both Option 1 and 2 above are inclusive of wages and benefits.

July 1, 2010 to June 30, 2011

- Wage re-opener
- Should there be a disagreement between the parties on any issues with respect to the Wage re-opener the matters will be referred to Arbitration as per Article 23.