

# **Collective Agreement**

*between*

**Macdonald Youth Services**

**COACH Program**

*(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.*

**Local 453**

**March 17, 2021 – March 31, 2024**

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## **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-7330.
- 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 The Date of Ratification By The Membership to March 31, 2024, 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. Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the date of signing by both parties.
- 2:02** 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.
- 2:03** 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 No. MLB-7330 specifically:

- 3:02** All employees employed at Macdonald Youth Services in the COACH Program, excluding Program Managers and Team Leaders, 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.
- 3:03** No employee will be required to make any written or verbal agreement which conflicts with the terms of this Agreement.
- 3:04** 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.
- 3:05** 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
  - (c) “Temporary Employee” means an employee who is hired into a limited term position.
  - (d) An internal employee who applies for and is the successful applicant for a term position shall be returned to their established position upon completion of the term with no loss of seniority or benefits as outlined in the Collective Agreement.
  - (e) “Indefinite Terms” may be used to cover period of illness where an exact return date of an employee is unknown. The incumbent employee shall be provided with at least one full pay period notice that the term is ending.

- (f) “Established Position” is a position that is recognized as part of the normal and ongoing operations of the Agency.
- (g) “Part-Time Employee” is an employee who works in an established position at less than full time hours.
- (h) “Agency” shall mean Macdonald Youth Services as represented by the Chief Executive Officer or designate.
- (i) “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.
- (j) “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.
- (k) “Union” shall mean the Manitoba Government and General Employees’ Union.
- (l) “Spouse” for the purpose of this Collective Agreement, shall include a person of the same gender, or different gender with whom an employee has established residence and lived in a marriage-like relationship for at least twelve (12) months.
- (m) Compensatory leave shall be defined as any hours, or portion thereof, banked at the employer’s regular rate of pay. Compensatory leave may be taken as time off based on operational requirements, or paid out, upon written request to and authorization from the Employer. Compensatory leave not utilized within three (3) months of being earned shall be paid out and included in the following pay period.
- (n) “Calendar Days” shall be Monday to Friday exclusive of any statutory holidays.

**4:02** “Increment” means an increase in the rate of pay of an employee within the

**4:03** In this Agreement “child” shall mean the son, daughter, and non-binary biological offspring or legally adopted ward 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 their 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. In case of strike or lock-out, the notice period shall be reduced to two (2) pay periods
- 5:04** For new employees, payroll deductions as set out in Article 5:01 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 shall be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union to the Manager of HR or their designate, 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 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.

**6:02 Union Stewards**

The Agency recognizes the Union's right to select Stewards to represent employees who are members of the bargaining unit.

**6:03** The Union shall notify the Manager of HR or their designate 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.

**6:04** 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.

**6:05** 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 7     Discrimination and Harassment**

- 7:01**     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.
- 7:02**     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.
- 7:03**     Clauses :01 and :02 do not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 7:04**     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.
- 7:05**     The definition of harassment shall be as set out in the Manitoba Human Rights Code and the Macdonald Youth Services Respectful Workplace Policy.
- 7:06**     Any case of harassment or physical violence upon an employee shall be reported by the employee or any other employee observing or having knowledge of the harassment or physical violence to a member of management or Human Resources as per the Agency Respectful Workplace Policy.

## **Article 8     Probation**

- 8:01**     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.

- 8:02** 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.
- 8:03** 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.
- 8:04** 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 Chief Executive Officer or designate shall hold a meeting to discuss the grievance with the employee and with a Union representative. The decision of the Chief Executive Officer or designate shall be final and binding and shall not be referred to arbitration.
- 8:05** 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 9     Payment of Wages**

- 9:01** Employees shall be paid on a bi-weekly basis in accordance with their placement on the salary scale for their classification.
- 9:02** On each pay day each employee shall be provided with an electronic itemized statement of wages and deductions.
- 9:03** 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.

- 9:04** 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.
- 9:05** After twelve (12) months of service every permanent full-time employee will receive an increment of one step, if funding for salaries for the Coach programs is increased since the employee's last anniversary date unless they are on an unpaid leave or at the top of the salary scale. Where they have been on an unpaid leave their increment date shall be moved by an amount of time equal to the length of leave. Part time employees will be paid increments when they complete the equivalent to full time hours of work.
- 9:06** 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.
- 9:07** Schedule A (Classifications and Salary Scales) shall be attached to and form a part of this Collective Agreement.
- 9:08** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- (a) Employees who are in the employ of MYS on the date of the signing of this Agreement;
  - (b) Employees who have left MYS during the above mentioned period through retirement or death;
  - (c) Employees who have left MYS during the above mentioned period by reason of being laid off by the employing authority;
  - (d) Term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.

- 9:09** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of this Agreement shall be made to employees who have transferred to another program within Macdonald Youth Services.
- 9:10** All deletions, additions, amendments and/or revisions from the previous Agreement to this Agreement shall be effective from the first day of the bi-weekly pay period following the date of signing of this Collective Agreement unless otherwise specified in writing. Amendments, additions, and/or revisions shall be effective retroactive to the first effective date of the new Agreement.

### **Article 10 Acting Status**

- 10:01** 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.
- 10:02** The "principal duties and responsibilities" as per Article 11:01 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.
- 10:03** When an employee is temporarily assigned, in accordance with the terms of this Agreement to a position paying a lower rate, their rate shall not be reduced.

### **Article 11 Bulletin Boards**

- 11:01** 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.

## Article 12 Hours of Work

**12:01** Regular hours of work for all full-time employees will not be less eight (8) hours per day and forty (40) hours per week Monday to Saturday. No staff shall be required to work a split shift unless there is mutual agreement between the Employer and the affected employee.

Employees who work full-time hours shall be entitled to a one (1) hour paid break per work day. Work Break Order allows for flexibility during the day to take breaks as required, or flex the hours worked in the day.

### **12:02** Schedules

- (a) Schedules shall be posted for a six (6) week period no later than two (2) weeks prior to the commencement of the scheduled six (6) week period.
- (b) No shift shall be altered within two weeks of when it is to be worked unless there is mutual agreement between the Employer and the affected employee.

Employees who work full-time hours shall be entitled to a one half (1/2) hour and two fifteen (15) minute paid breaks per work day taken within their scheduled eight (8) hour shift. Breaks will be scheduled by the Program Supervisor, to meet client service needs. Breaks need to be taken on premises. Where due to client needs a break is not provided or possible during a scheduled shift the affected employee shall receive an amount of time equal to the break, or breaks, missed at their regular rate of pay placed into their compensatory leave bank. Evening shifts shall be defined as any hours worked after 6:00p.m.

### **12:03** Standard Hours of Work for COACH 1

- (a) The standard hours of work for full-time and part-time employees shall be Monday to Saturday between the hours of 8:00 a.m. and 8:00 p.m.
- (b) Staff shall only be required to work a maximum of 6 evening shifts per 6 week schedule unless otherwise mutually agreed to between the Employer and the affected employee.

- (c) Staff shall only be required to work a maximum of one (1) Saturday shift in four (4) weeks unless otherwise mutually agreed to between the Employer and the affected employee.

During days when the school is closed (i.e. in-services, Saturdays, breaks) no shift shall be scheduled to start before 9:00a.m. unless otherwise mutually agreed to between the Employer and the affected employee.

**12:04 Standard Hours of Work for COACH 2**

- (a) The standard hours of work for full-time and part-time employees shall be Monday to Saturday between the hours of 8:00 a.m. and 10:00 p.m.
- (b) Staff shall only be required to work a maximum of six (6) evening shift per six (6) week schedule unless otherwise mutually agreed to between the Employer and the affected employee. Staff shall only be required to work a maximum of two (2) Saturday shifts per six (6) week schedule unless otherwise mutually agreed to between the Employer and the affected employee.
- (c) During days when the school is closed (i.e. in-services, Saturdays, breaks) no shift shall be scheduled to start before 10:00 a.m. unless otherwise mutually agreed to between the Employer and the affected employee.

**12:05 Transfer of Service**

No employee shall be required to provide service outside of their current program unless mutually agreed upon between the parties. For the purposes of this article COACH 1 & COACH 2 shall also be considered separate service programs. Any employee who agrees to work in any other program shall only be allowed to do so after receiving proper orientation to ensure the safety of the employee and the clients who may be receiving services.

**12:06 Meal Allowances**

The Employer Agrees to continue their current practice of providing staff with access to meals provided by the program.

Where staff are attending events outside of regular school hours they shall be entitled to claim meals taken with the client provided they submit a receipt along with any other required documentation. Where appropriate a gratuity of no more than 15% will be considered an eligible expense. Staff may claim up to one non-alcoholic beverage and one snack item during the time spent at the event upon submission of receipts for the items.

**12:07 Client Expenses**

All expenses associated with the student during an approved outing or regularly scheduled hours of work for which the employee has not been provided with sufficient funds in advance by the Employer shall be reimbursed to the employee upon submission of an appropriate receipt along with any other required documentation. Special events shall be defined as organized events such as hockey, football, concerts, fairs, etc. Staff may claim up to one non-alcoholic beverage and one snack item during the time spent at the event upon submission of receipts for the items. Where appropriate a gratuity of no more than 15% will be considered an eligible expense.

**Article 13 Overtime**

**13:01** 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.

**13:02** All overtime worked must be pre-approved by the Supervisor, or designate.

**13:03** Overtime will be paid out in the pay period in which it is earned.

**Article 14 Personnel Files**

**14:01** 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.

**14:02** Access to information contained in an employee's personnel file is restricted to an employee and their manager by prior arrangement with Human

Resources Department. An employee may review the contents of their personnel file in the presence of a Human Resources Representative. The employee may place on their personnel file a concise explanation or statement concerning any of the file's contents.

- 14:03** 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.
- 14:04** An employee shall have the right to request that copies be made of any material contained in their personnel file. Such requests shall not be unreasonably denied.
- 14:05** Where an employee has made a request as per Article 15:02, the Employer shall, within five (5) working days after the request make the file available.
- 14:06** 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 15 Accommodation for Religious or Other Holidays**

- 15:01** 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.
- 15:02** The Supervisor's approval shall not be unreasonably withheld.
- 15:03** 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 16 Seniority**

- 16:01** 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.
- 16:02** Seniority shall be effective as of the date the employee completes their probationary period as provided for in Article 9.
- 16:03** 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.
- 16:04** 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 18 months) 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.

**16:05** 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.

**16:06** 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;
  - (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 they are returned to the bargaining unit within six (6) months from the date of promotion or transfer, they will be credited with the seniority they would have earned upon re-entry to the bargaining unit.
- (b) Laid off for less than twelve (12) months;

- (c) Absent because of illness or accident over twelve (12) months.

### **Article 17 Vacancies and Change in Employee Status**

- 17:01** Management shall have the sole right to make the decision as to whether vacant positions shall be posted.
- 17:02** 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 make available all such vacancies or new positions on the MYS website as well as through the MYS employee email distribution list. Postings shall contain the qualifications required, salary range, hours of work, and closing date for the posting.
- 17:03** A copy of any COACH job posting shall be forwarded to the Union upon request.
- 17:04** First consideration for selection to a position within the bargaining unit shall be given to bargaining unit employees within the COACH 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.
- 17:05** 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.
- 17:06** 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.
- 17:07** 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.

**17:08** An employee who is assigned, promoted, or transferred in accordance with the Collective Agreement to a term position, shall retain the status of an employee. Upon completion of the term position, the employee shall have the right to return to their former position.

**17:09** 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 18 Resignation**

**18:01** An employee, other than a term employee, who has been employed for at least thirty (30) calendar days but less than one (1) year, shall give at least one (1) weeks' notice before the last day they plan to work. After employees have completed one (1) year, at least two (2) weeks' notice is required. The Agency may approve a shorter period of notice and such approval shall not be unreasonably withheld.

**18:02** The effective date of resignation shall be the last day upon which an employee is present at work and performs their regular duties.

**18:03** 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 who has been employed for at least thirty (30) calendar days but less than one (1) year must give at least one (1) weeks' notice before the last day they plan to work. After employees have completed one year, at least two (2) weeks' notice is required. The Agency may approve a shorter period of notice, and such approval shall not be unreasonably withheld.

## **Article 19 Termination of Employment**

- 19:01** Subject to Article 20:02 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. Notwithstanding the foregoing, pay in lieu of notice may be provided at the sole discretion of the Agency.
- 19:02** 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. Notwithstanding the foregoing, pay in lieu of notice may be provided at the sole discretion of the Agency.
- 19:03** Article 20:01 does not apply to an employee who is dismissed for just cause or who has abandoned their position.
- 19:04** 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 20 Disciplinary Action**

- 20:01** No employee will be disciplined or terminated without just cause.
- 20:02** 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.
- 20:03** Should an employee be interviewed by the Agency for the purpose of determining disciplinary action, the employee shall be advised that they have the right to have a Union Steward present.
- 20:04** Grievances concerning demotions and suspensions and terminations shall be initiated at Step 2 of the grievance procedure.

- 20:05** 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.
- 20:06** 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 twenty-four (24) months following the date of the last disciplinary document.

### **Article 21 Grievance Procedure**

- 21:01** 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.
- 21:02** No grievance shall be considered except under the terms of the following procedure.
- 21:03** The parties to this Agreement recognize the desirability of resolving grievances through an orderly process without stoppage of work or refusal to perform work.
- 21:04** However, nothing in this Agreement shall preclude an employee, applicable management, and the Union Steward, within ten 10 Calendar Days, from the date the employee becomes aware of an issue or difference, from meeting to discuss the facts that gave rise to the issue or differences and attempting to resolve the differences informally. Should this fail to resolve the issue or differences, a grievance may be submitted in writing pursuant to this clause. The timelines outlined in Article 22:07 will start after the above noted meeting.
- 21:05** No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the employee more than ten (10) calendar days prior to the filing of the first grievance.

- 21:06** All grievances shall be submitted in writing, with the redress requested, to the Manager of HR or their designate, Macdonald Youth Services.
- 21:07** 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.
- 21:08** 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) calendar days to their Program Manager who shall hear the grievance within ten (10) calendar days and shall render a decision in writing within ten (10) calendar 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) calendar days to the Director of Community Services or designate who shall hear the grievance within ten (10) calendar days and shall render a decision in writing within ten (10) calendar 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) calendar days to the Chief Executive Officer 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) calendar days from the date the decision is received from the Chief Executive Officer.

**21:09** Policy Grievance—where a dispute involving a question of general application or interpretation occurs, Step 1 and Step 2 of this Article may be bypassed.

## **Article 22 Arbitration**

**22:01** 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.

**22:02** 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.

**22:03** 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.

- 22:04** The arbitrator shall determine their 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.
- 22:05** 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) calendar days the arbitrator shall reconvene to clarify the decision.
- 22:06** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 22:07** Each party shall pay one-half ( $\frac{1}{2}$ ) 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.
- 22:08** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 22:09** 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 23    Vacation**

- 23:01** For the purposes of this Agreement, a vacation year is the period beginning April 1 of each year, and ending on March 31 of the next year.
- 23:02** A full-time employee with less than one (1) year of service is eligible for vacation with pay on a pro-rated basis.
- (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.

**23:03** All employees covered by this Agreement shall be entitled to receive vacation with pay in accordance with the following:

- Three (3) weeks (6%) during the first five (5) years of service.\*
- Four (4) weeks (8%) after five (5) years of service.
- Five (5) weeks (10%) after ten (10) years of service.
- Six (6) weeks (12%) after twenty (20) years of service.

Vacation time may not be used as part of an employee's notice period.

\* A salaried employee will receive 4% vacation pay if the employee leaves prior to completing one year of service.

**23:04** 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.

**23:05** 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. This will be reviewed on a case by case basis.

**23:06** Service for the purpose of vacation leave credits shall not accumulate during periods when an employee is laid off.

## **Article 24 Statutory Holidays**

**24:01** 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	Canada Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
National Day for Truth & Reconciliation	

Additionally 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

Terry Fox Day

Boxing Day

- 24:02** Remembrance Day is covered in Article 25:06.
- 24:03** 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.
- 24:04** If a statutory holiday occurs during an employee's vacation period it is not counted as a vacation day.
- 24:05** An employee who is directed and pre-approved to work on a statutory holiday that falls on a normally scheduled workday, will receive their normal pay for that day and, in addition, one and one half times their normal pay for all hours worked that day.

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 they normally would have received for the day the employee takes in lieu of the statutory holiday.

Accumulation of statutory holidays is not allowed.

**24:06 Remembrance Day**

All 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 25   Sickness and Non-Occupational Accident**

**25:01** Earned sick leave entitlement shall only be granted by the Agency where an employee is unable to be at work and perform their 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.

**25:02** Sick leave to which an employee is entitled shall accumulate 1.25 days per month. Sick leave shall not accumulate beyond a maximum of 119 days.

**25:03** 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.

**25:04** Part-time employees shall earn sick leave credits prorated on the basis of accumulated regular hours pursuant to Article 26:02 above.

**25:05 Medical Certificates**

(a) Employees absent due to illness for three (3) or more consecutive working days may be required to provide a medical certificate.

- (b) The Employer reserves the right to require a medical examination and/or medical certificate report as proof of the employee's illness, fitness to return to work, or to determine the approximate length of illness. The Employer will not require a certificate for three (3) consecutive scheduled work days for that employee, or less except in cases where the pattern of absence or circumstances surrounding the absence would cause the Employer to question the validity of the claim. Failure to provide such a certificate when requested will disqualify an employee from sick leave benefits.
- (c) An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty.
- (d) The employee shall be responsible for the full cost of the first medical certificate requested by the employer.

**25:06** For all subsequent medical notes or reports the Employer will cover any costs over twenty-five dollars (\$25.00) associated with the medical notes or reports that the Employer requires upon the submission of a receipt from the issuing physician to the employee's program manager. Where an employee is to be absent because of illness or injury the employee shall notify their 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.

**25:07** 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

- 25:08** 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 their 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.
- 25:09** Employees found to be abusing the sick leave privilege, may be disciplined by the Agency up to and including dismissal.
- 25:10** Should all sick leave credits be exhausted, an employee can choose to use for the purpose of bona fide sick leave any accrued vacation or any available compensatory overtime.
- 25:11** For situations where reasonable accommodation becomes a bona fide issue, a return to work plan may be developed for the employee.
- 25:12** 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 26 Leave of Absence**

- 26:01** 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.
- 26:02** 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.

**26:03 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.

**26:04 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.

**26:05 Length of Maternity Leave**

Subject to Article 28:05 (c), an employee who is eligible for maternity leave is entitled to the following maternity leave:

- (i) 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
  - (ii) 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.
- (b) Beginning and End of Maternity Leave

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

- (c) Employee to provide a medical certificate and give notice

An employee who is eligible for maternity leave shall:

- (i) As soon as practicable, provide the Agency with a medical Certificate giving the estimated date of delivery; and
- (ii) Give the Employer not less than four (4) week's written notice of the date they will start her maternity.

**26:06 Maternity Leave if Notice Given After Stopping Work**

- (a) An employee who is eligible for maternity leave but does not give notice under Article 28:05 (c) (ii) before leaving the employment is still entitled to maternity leave if, with two weeks after stopping work, they gives notice and provides their Agency with a medical certificate.
  - (i) Giving the date of delivery or estimated date of delivery; and
  - (ii) 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.
- (b) Length of Maternity Leave

The maternity leave to which the employee is entitled under Article 28:05(a) is:

- (i) Any time, within the time referred to in Article 28:05 (a) (ii) that they do not work; and
- (ii) The difference between that time and the time they would receive if they were entitled under Article 28:08 (i).

**26:07 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 clause :08 is still entitled to maternity leave for a period not exceeding the time they would receive if they were entitled under Article 28:08.

**26:08 End of Maternity Leave Where Notice Not Given**

The maternity leave of an employee referred to in Article 28:08 or 28:09 terminates not later than seventeen (17) weeks after the date of delivery.

**26:09 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 they will end the leave.

**26:10 Reinstatement of Employee After Leave**

If an employee wishes to resume employment after maternity leave and/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.

**26:11 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.

**26:12** 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)

**26:13 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 sixty-three (63) 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.

**26:14 Effect of Late Notice on Parental Leave**

An employee who gives less notice than is required under Article 28:01 (b) is entitled to the sixty-three (63) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

**26:15 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.

**26:16 End of Parental Leave**

An employee's parental leave ends sixty-three (63) weeks after it began or if Article 28:14 above applies, then sixty three (63) weeks after it began less the number of days provided for in Article 28:14 above.

**26:17 Ending Leave Early**

An employee may end their parental leave earlier than the day set out in Article 28:13 by giving the Agency written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee will end the leave.

**26:18 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.

An employee shall be granted one (1) day leave with pay on the date their partner gives birth, or takes custody of their adopted 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.

**26:19 Personal Leave**

Personal 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.

An employee who has completed thirty (30) days of employment with the Agency may request a personal leave of up to three (3) working days per year without loss of basic pay. Such requests shall not be unreasonably denied.

**26:20 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, child, parent or sibling.

An employee who qualifies for compassionate care leave must submit to their 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, they must provide at least forty eight (48) hours' notice of the expected return date.

**26:21 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 including those of a recognized cultural practice, or fostering or a live-in partner.

An employee who has completed thirty (30) days of employment with the Agency, may be granted Bereavement Leave In the event of the death of a family member, an employee will be granted compassionate leave without loss of pay at the time of death as follows:

- (a) Up to four (4) days for the loss of: Father, mother, brother, sister, spouse, common-law spouse, child or ward of the employee, mother-in-law, grandchild, or a relative permanently residing in the employee's household.
- (b) One (1) day if employee is pallbearer or eulogist at the funeral. Additional days, with or without pay, may be granted at the discretion of the Employer.

**26:22** Bereavement leave will be extended up to two (2) additional days provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometers away.

**26:23 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 they are 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 they 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.

**26:24 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 Chief Executive Officer 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 their supervisor immediately or as soon as practicable.

## **Article 27 Workers Compensation Benefits**

**27:01** 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.

- 27:02** 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.
- 27:03** 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.
- 27:04** 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.
- 27:05** 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.
- 27:06** 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 28 Labour Management Committee**

### **28:01 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.

**28:02 Chairperson of the Meeting**

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

**28:03 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.

**28:04** 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 29    Strikes and Lockouts**

**29:01** 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.

**29:02** The Agency agrees that there will be no lockout of employees during the life of this Agreement.

**29:03** 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.

**29:04** 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.

### **Article 30 Call Out**

**30:01** 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 continuous to their scheduled working hours. A meal break shall not be regarded as affecting continuity.

### **Article 31 Use of Privately Owned Vehicles**

**31:01** 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.

**31:02** 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.

**31:03** 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 client's guardian/parent.

**31:04** 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.

**31:05** 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 clients will be with Agency vehicles after consultation and agreement with the Supervisor.

**31:06** (a) Employer will pay deductible if it has been determined by MPI "not at fault", and the accident occurred during employee's shift. Only applicable if the employee holds a minimum third party liability of two million dollars (\$2,000,000) as per agency policy, up to a maximum of \$250.00.

If the accident is the employee's fault involving the employee's personal vehicle the employee will be responsible for their own deductible.

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

**31:07** 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.

**31:08** 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.

**31:09** 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.

- 31:10** Employees who are required to use their own vehicles in order to conduct Agency business will be reimbursed at Government of Manitoba Mileage rates. The employer shall adjust the mileage rate accordingly within 30 days of being notified of such change by the Manitoba Government.

### **Article 32 Violence**

- 32:01** 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 their 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 33 Job Classification**

- 33:01** 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.
- 33:02** 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.

- 33:03** 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.
- 33:04** Where there is no agreement on the rate of pay the matter shall be referred to arbitration as per Article 23.
- 33:05** 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.
- 33:06** The immediate supervisor shall reply in writing within ten (10) working days from the date the request was received by the supervisor.
- 33:07** 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 34 Liability Insurance**

- 34:01** 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 35 Health and Safety**

- 35:01** 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.
- 35:02** 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 36 Benefits**

- 36:01** 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.
- 36:02** 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.
- 36:03** 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.

- 36:04** The Union may appoint one (1) voting member to the MYS Pension Committee in accordance with the Manitoba Pension Act.

### **Article 37 Layoff and Recall**

- 37:01** Where it is determined that there are to be layoffs within the bargaining unit, layoffs shall be based upon seniority in their classification.
- 37:02** A layoff shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work for an employee.
- 37:03** 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.
- 37:04** 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.
- 37:05** In the event of layoffs, employees may choose to be laid off and their name placed on a recall list.
- 37:06** Employees shall have their names placed on the recall list for a period of one (1) year from the effective date of their layoff.
- 37:07** The Union shall be provided a copy of the recall list upon request.
- 37:08** Employees shall be called back to work to a job they are qualified and able to perform on the basis of seniority.
- 37:09** 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.

- 37:10** The Employer shall give the employee written notice of the date upon which they are to be laid off according to Employment Standards regulation in the event that such minimum notice is not given, the employee shall receive pay in lieu thereof.
- 37:11** 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 their intention to return to work within fourteen (14) calendar days.
- 37:12** New employees shall not be hired until those laid off who meet the requirements of the position have been given an opportunity of recall.
- 37:13** Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

### **Article 38    Damage to Personal Effects**

- 38:01** The Agency will cover the cost of the deductible, repair or replacement of personal possessions of employees in the following instances:
- When the damage to personal vehicles is caused by clients; or
  - When prior permission for use of personal equipment for work purposes is given by Program Manager; or
  - When prior permission for use of personal equipment for work purposes is given by Program Manager; or

Program Manager will consult with Director of Community Services prior to approving the use of expensive personal items.

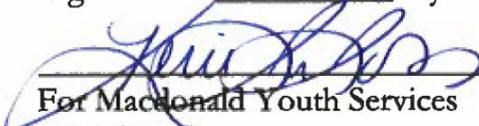
### **Article 39    Cell Phone Allowance**

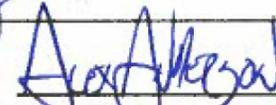
- 39:01** A Cost Share Agreement must be in place prior to an employee being authorized to use their personal mobile device for work purposes. Compensation is only paid when the personal mobile device is being used for work purposes. Each month, the employee must submit a signed cheque requisition form and provide a copy of their monthly phone bill to the

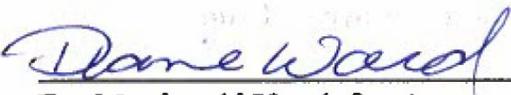
accounting department for reimbursement. Employees using their own mobile device may be reimbursed the greater of thirty-five dollars (\$35.00), or at the current rate being offered by the agency. Where the cost of the employee's personal contract is lower than the current rate of reimbursement the Employer shall cover the cost of the employee's contract. Current reimbursement rates may be obtained from the coordinator, corporate administrative services.

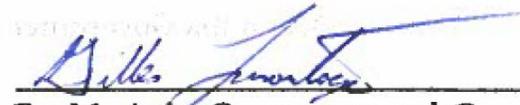
IN WITNESS WHEREOF the undersigned have set their hands for and on behalf of The Manitoba Government and General Employees' Union and for and on behalf of Macdonald Youth Services.

Signed this 4<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
For Macdonald Youth Services  
COACH

  
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For Manitoba Government and General  
Employees' Union

  
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For Macdonald Youth Services  
COACH

  
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For Manitoba Government and General  
Employees' Union

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For Macdonald Youth Services  
COACH

  
\_\_\_\_\_  
For Manitoba Government and General  
Employees' Union

Memorandum of Agreement

between

Macdonald Youth Services

(COACH Program)

and

Manitoba Government and General Employees' Union

Re: Changes to Current Benefit Plans

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If a change to the current benefit plan/s requires either an increase to the current premium costs or the level of benefits provided, such change shall be discussed and implemented only after the majority of total MYS employees enrolled in the affected plan have indicated which option they prefer.

Signed this 4<sup>th</sup> day of May, 2022.

For Macdonald Youth Services  
COACH

For Manitoba Government and General  
Employees' Union

For Macdonald Youth Services  
COACH

For Manitoba Government and General  
Employees' Union

\_\_\_\_\_  
For Macdonald Youth Services  
COACH

For Manitoba Government and General  
Employees' Union

**Memorandum of Agreement**

**between**

**Macdonald Youth Services**

**(COACH Program)**

**and**

**Manitoba Government and General Employees' Union**

**Re: Justice and Dignity**

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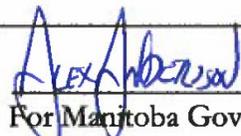
In instances where the Employer believes it is in the best interest to reassign an employee from the workplace (example: administrative suspension pending investigation) for issues arising out of their own actions, actions of another employee, or actions of a third party, the affected employee shall not be subjected to any loss of pay or benefit for a period for which the employee:

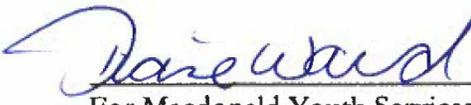
Abides by any fair and reasonable condition placed upon them by the Employer during the time they are required to be away from their place of work

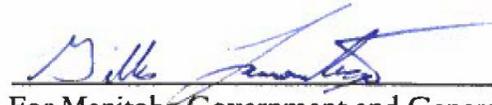
Participated in any process in which may assist the employee in being returned to the workplace

Signed this 4<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
For Macdonald Youth Services  
COACH

  
\_\_\_\_\_  
For Manitoba Government and General  
Employees' Union

  
\_\_\_\_\_  
For Macdonald Youth Services  
COACH

  
\_\_\_\_\_  
For Manitoba Government and General  
Employees' Union

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For Macdonald Youth Services  
COACH



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For Manitoba Government and General  
Employees' Union

Memorandum of Agreement

between

Macdonald Youth Services

(COACH Program)

and

Manitoba Government and General Employees' Union

Re: Grandfathering of Sick Days Above 119 days

This MOA shall apply to all employees of COACH 1 & COACH 2 employed with MYS, or on an approved leave of absence, the date of ratification.

All provisions of the Collective Agreement shall apply other than those specifically referenced in this MOA, which shall take precedence over the Collective Agreement.

For those employees who currently have more than 119 days of sick days accumulated, those sick days will be grandfathered into the employee's sick leave bank. However, no employee who falls below one hundred and nineteen (119) days is to accrue any more than 119 days moving forward.

Signed this 4<sup>th</sup> day of May, 2022.

[Signature]
For Macdonald Youth Services
COACH

[Signature]
For Manitoba Government and General
Employees' Union

[Signature]
For Macdonald Youth Services
COACH

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For Manitoba Government and General
Employees' Union

[Signature]
For Macdonald Youth Services
COACH

[Signature]
For Manitoba Government and General
Employees' Union

**Memorandum of Agreement**

**between**

**Macdonald Youth Services**

**(COACH Program)**

**and**

**Manitoba Government and General Employees' Union**

**Re: Grandfathering of Vacation entitlements**

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All provisions of the Collective Agreement shall apply other than those specifically referenced in this MOA, which shall take precedence over the Collective Agreement.

Vacation accruals for all will be grandfathered in for all employees who are currently earning other vacation accruals than the MYS vacation policy accruals as follows:

(Reflect accruals here)

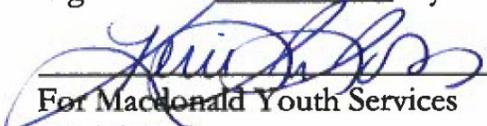
The above shall apply to all employees of COACH 1 & COACH 2 employed with MYS, or on an approved leave of absence, the date of ratification.

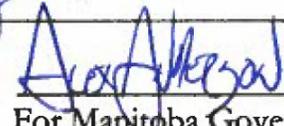
Any new hire will follow the Vacation Accruals outlined in the CBA, as follows:

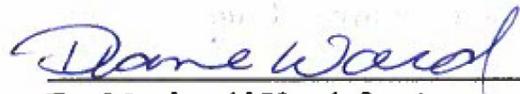
- Three (3) weeks (6%) during the first five (5) years of service.\*
- Four (4) weeks (8%) after five (5) years of service.
- Five (5) weeks (10%) after ten (10) years of service.
- Six (6) weeks (12%) after twenty (20) years of service.

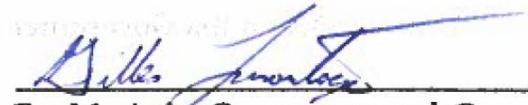
\* A salaried employee will receive 4% vacation pay if the employee leaves prior to completing one year of service.

Signed this 4<sup>th</sup> day of May, 2022.

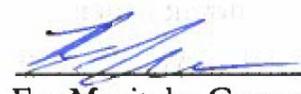
  
\_\_\_\_\_  
For Macdonald Youth Services  
COACH

  
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For Manitoba Government and General  
Employees' Union

  
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COACH

  
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Employees' Union

### Salary Scales

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
COACH	\$16.50	\$17.25	\$17.95	\$18.65	\$19.35	\$20.10	\$21.17

Upon ratification, all unionized Coach employees will be rounded up to the corresponding step (example: hourly rate is currently \$15.75, their new hourly rate will automatically be rounded up to Step 1, \$16.50 per hour). This will result in a 2%-5% salary increase for unionized employees upon agreement and ratification.

Employees will be placed in the salary scale based on their current hourly rate, and will move to the next highest step in the salary scale on their anniversary if funding *for salaries for the Coach programs* is increased.

#### Funding Increases & Salaries

Should MYS receive additional funding *for salaries for the Coach programs*, those dollars shall be used to increase the level of compensation to employees of the COACH programs.