

**COLLECTIVE AGREEMENT  
BETWEEN**

**MACDONALD YOUTH SERVICES**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 8600**



**APRIL 1, 2014 – MARCH 31, 2017**

This Agreement made this 15 day of June, 2016.

**BETWEEN:**

**MACDONALD YOUTH SERVICES**

**(hereinafter called the Employer)**

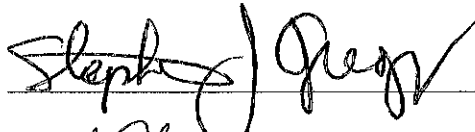
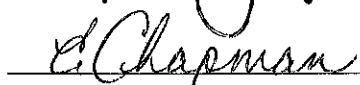
**PARTY OF THE FIRST PART**

**AND:**


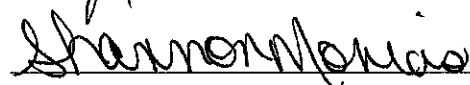
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8600**

**PARTY OF THE SECOND PART**

For the Employer:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

## TABLE OF CONTENTS

PURPOSE.....	1
ARTICLE 1 – MANAGEMENT RIGHTS .....	1
ARTICLE 2 – NO DISCRIMINATION .....	1
ARTICLE 3 – SEXUAL AND GENERAL HARASSMENT.....	2
ARTICLE 4 – RECOGNITION.....	2
ARTICLE 5 – DEFINITIONS .....	3
ARTICLE 6 – UNION SECURITY & DUES CHECK-OFF .....	3
ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE .....	4
ARTICLE 8 – UNION BUSINESS .....	5
ARTICLE 9 – GRIEVANCE PROCEDURE .....	6
ARTICLE 10 – ARBITRATION PROCEDURE.....	8
ARTICLE 11 – DISCHARGE & SUSPENSION .....	9
ARTICLE 12 – SENIORITY .....	10
ARTICLE 13 – PROBATION.....	12
ARTICLE 14 – PROMOTION & STAFF CHANGES.....	12
ARTICLE 15 – TRAINING AND STAFF MEETINGS.....	13
ARTICLE 16 – LAY OFF AND RECALL .....	14
ARTICLE 17 – HOURS OF WORK .....	15
ARTICLE 18 – OVERTIME.....	17
ARTICLE 19 – STATUTORY HOLIDAYS.....	18
ARTICLE 20 – VACATIONS.....	19
ARTICLE 21 – SICK LEAVE .....	22
ARTICLE 22 – WORKERS’ COMPENSATION .....	24
ARTICLE 23 – LEAVE OF ABSENCE .....	24
ARTICLE 24 – BEREAVEMENT LEAVE.....	25
ARTICLE 25 – COMPASSIONATE CARE .....	26
ARTICLE 26 – COURT LEAVE.....	27
ARTICLE 27 – MATERNITY LEAVE .....	27
ARTICLE 28 – PARENTAL LEAVE.....	28
ARTICLE 29 – PAYMENT OF WAGES .....	29
ARTICLE 30 – PART-TIME PRO-RATION.....	30
ARTICLE 31 – DAYLIGHT SAVINGS TIME.....	30
ARTICLE 32 – WORKPLACE SAFETY AND ACCIDENT PREVENTION.	30
ARTICLE 33 – CONTRACTING OUT .....	31

ARTICLE 34 – RESIGNATION .....	31
ARTICLE 35 – TECHNOLOGICAL CHANGE .....	32
ARTICLE 36 – PERSONNEL FILE .....	32
ARTICLE 37 – CONTINUANCE OF OPERATION .....	32
ARTICLE 38 – PERSONAL DAMAGE.....	33
ARTICLE 39 – UNIFORMS .....	33
ARTICLE 40 – MEAL PROVISIONS .....	33
ARTICLE 41 – PENSION PLAN .....	33
ARTICLE 42 – DURATION OF AGREEMENT .....	36
ARTICLE 43 – EMPLOYEE BENEFITS.....	36
APPENDIX "A" .....	38
WAGE SCALE .....	38
"SCHEDULE A" .....	39
PENSION PLAN PARTICIPATION AGREEMENT .....	39
APPENDIX "B" .....	42
AUTHORIZATION OF OVERTIME/COMPENSATORY TIME.....	42
MEMORANDUM OF UNDERSTANDING .....	43
NORTHERN RESIDENTS DEDUCTIONS: TRAVEL IN DESIGNATED AREAS (AS DEFINED BY CANADA REVENUE AGENCY).....	43
MEMORANDUM OF UNDERSTANDING .....	44
JOB SHARING/APPROVED LEAVE .....	44
MEMORANDUM OF UNDERSTANDING .....	45
ADDITIONAL WAGE FUNDING .....	45

## **PURPOSE**

The purpose of this Collective Agreement between the Employer and the Union is to maintain mutually satisfactory relations between the Employer and its employees, establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussions and consultation.

## **ARTICLE 1 – MANAGEMENT RIGHTS**

1:01 The Union recognizes the sole right of the Employer, unless otherwise provided in the Collective Agreement, to exercise its functions of Management under which it shall have, among others, the right to hire, classify, assign to work positions and promote; the right to determine the job content and the number of employees; the right to demote, discipline, suspend, lay off and discharge for just cause; the right to make, alter and enforce rules and regulations. Any powers and authority the Employer has not specifically abridged, delegated or modified by this Collective Agreement are recognized by the Union as being retained by the Employer.

## **ARTICLE 2 – NO DISCRIMINATION**

2:01 The parties hereto agree that there shall be no discrimination, harassment, interference or coercion exercised or practised with respect to any employee by reason of age, creed, race, colour, ethnic or national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or non-membership or activity in the Union.

The parties further agree that consideration of matters related to suitability for employment as may be imposed by a regulatory agency which licenses the Employer will not in itself be deemed to be discriminatory. Any action taken by the Employer upon such consideration shall be subject to the grievance procedure in this Agreement.

### **ARTICLE 3 – SEXUAL AND GENERAL HARASSMENT**

3:01 The Employer and the Union agree that no form of sexual or general harassment shall be condoned in the workplace and it is further agreed that both parties shall work together in recognizing and dealing with such problems, should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

### **ARTICLE 4 – RECOGNITION**

4:01 The Employer recognizes the Canadian Union of Public Employees and its Local 8600 as the exclusive bargaining agent for all employees covered in Manitoba Labour Board certificate number M.L.B. 3890 and/or classified and covered by this Collective Agreement.

4:02 The Employer agrees that the Local Union shall have the right to assistance from representatives of CUPE during negotiations, arbitration and the grievance procedure. Representatives of the Union who are not employees of the Employer shall be given access to the Employer's premises at a time mutually agreed upon for the procedure identified above.

4:03 Bulletin board space for the Union will be provided by the Employer in a location accessible to all employees.

4:04 Employees whose jobs are not in the bargaining unit shall not work any jobs which are included in the bargaining unit, except in cases of emergency, or instruction.

## **ARTICLE 5 – DEFINITIONS**

- 5:01 "Employee" means a person who is employed by the Employer within the scope of this Collective Agreement.
- 5:02 A "full-time employee" shall mean a person who regularly works the full prescribed hours as outlined in Article 17.
- 5:03 "Part-time employee" means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 5:04 "Casual employee" means a person other than a full-time or part-time employee who is employed on an irregular or unscheduled basis. A casual employee is not covered in the scope of this Agreement until after the employee has accumulated three hundred and twenty (320) accrued hours of work.
- 5:05** "Volunteer" means a person who provides their time and services without remuneration. A volunteer shall not displace a full-time or part-time person, and is not included in the scope of this Collective Agreement.
- 5:06** Whenever the feminine pronoun is used in the Collective Agreement, it shall be deemed to also include the masculine pronoun where the context so requires. Wherever the singular is used it shall be deemed to also include the plural where required.

## **ARTICLE 6 – UNION SECURITY & DUES CHECK-OFF**

- 6:01 The Employer agrees to deduct the amount of monthly dues as determined by the Union on a monthly basis from the salaries of each and every employee covered by this Collective Agreement.
- 6:02 Such dues shall be forwarded to the Secretary-Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) day of the following month,

together with a list of the names of the employees, classification, pay rate, dues deducted and current status.

- 6:03 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 6:04 At the same time that the Income Tax T-4 slips are made available for the taxation year, the Employer shall provide the amount of Union dues deducted from each Union member in the previous year.
- 6:05 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 6:06** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and shall introduce the new employee to their Shop Steward who will provide the employee with a copy of the Collective Agreement and other pertinent information.

## **ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE**

- 7:01 The parties hereto agree to a Joint Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Home.
- 7:02 The Committee shall be composed of equal representation from the Employer and the employees. Meetings shall be arranged at a time mutually acceptable to both parties, upon providing **forty-eight (48)** hours written notice by either party.
- 7:03 The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining including the administration of this Collective Agreement. The Committee shall not supersede the activities of any Committee of the Union or of the Employer and it does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.

## ARTICLE 8 – UNION BUSINESS

- 8:01 For purposes of collective bargaining, the Employer will grant up to two (2) Union members leave in accordance with subsection .02 of this Article. Such leave shall be granted if operational requirements permit and if a written request for leave is submitted in writing by the Union ten (10) days in advance of the date of the leave, or a lesser period if mutually agreed to by the parties.
- 8:02 Where such leave has been granted by the Employer under subsection .01 of this Article, the Union shall reimburse the Employer one hundred per cent (100%) of the wages **and related benefits (ie. Pensions and health benefits)** paid to such an employee during the approved absence.
- 8:03 Permission will not be unreasonably withheld by the Residence Manager to permit Stewards to investigate complaints or grievances during their working hours at the Home. Stewards shall not suffer loss in pay for time so spent.
- 8:04 The Union agrees to provide to the Employer annually a written list of their respective Officers and authorized representatives and the Employer shall be required to recognize only those Officers and authorized representatives.
- 8:05 The Employer agrees to provide to the Union annually a written list of their respective Officers and authorized representatives and the Union shall be required to recognize only those Officers and authorized representatives.
- 8:06 The Employer shall make available to the Union on an annual basis a list of employees, the job titles or classification and rates of pay and addresses/phone numbers.
- 8:07 In the event that the Employer proposes to establish a new classification or if there is substantial change in the content or qualifications of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Union shall be notified within thirty (30) days and commence negotiations

for the appropriate salary range forthwith. The application of this clause shall not be deemed to constitute the reopening of the Agreement. A copy of any new or amended job description shall be included with the notice to the Union. In the event the dispute cannot be resolved by both parties, the matter shall be referred to arbitration.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

9:01 A grievance shall be defined as a complaint in writing submitted to the Residence Manager or designate concerning:

- a) The application, interpretation, administration or alleged violation of an Article of this Agreement;
- b) The dismissal, suspension or written reprimand of an employee.

9:02 a) At any step of the grievance procedure the grievor may elect to be accompanied by a Union representative as defined in Articles 4:01 and 4:02.

- b) "Days" referred to in this Article are calendar days.
- c) The time limits within this Article can be extended by mutual written agreement between the parties, provided such extension is requested prior to the expiry of the time allowed.
- d) An effort shall be made to settle grievances fairly and promptly in the following manner:

### **FIRST STEP – DISCUSSION**

It is jointly understood that before a grievance is submitted at the Second Step, the parties may attempt to resolve the dispute through discussion.

## SECOND STEP – RESIDENCE MANAGER

Employees, through the Union, or the Union itself, may thereafter, refer in writing any such grievance to the Residence Manager within thirty (30) days of discovery of the cause for complaint. The Union Representative may be accompanied by the aggrieved if the latter so wishes. The Residence Manager shall give a written decision to the Union within ten (10) days.

## THIRD STEP – **MYS HUMAN RESOURCE MANAGER**

Failing satisfactory resolution of the grievance at the Second Step, the Union Representative shall refer the matter **to the MYS Human Resource Manager** within fourteen (14) days of having received the decision of the Residence Manager.

The **MYS Human Resource Manager** shall discuss the grievance with the Union Representative within thirty (30) days of receipt of the grievance and shall render a written decision within ten (10) days of the discussion.

## FOURTH STEP – **CHIEF EXECUTIVE OFFICER**

Failing a satisfactory resolution being reached at Step Three, either party may within thirty (30) days of receipt of written response refer the matter to **the Chief Executive Officer**.

## FIFTH STEP – **ARBITRATION**

**Failing a satisfactory resolution being reached at Step Four, either party may within thirty (30) days of receipt of written response refer the matter to Arbitration.**

## **ARTICLE 10 – ARBITRATION PROCEDURE**

- 10:01 Within thirty (30) days of the receipt of the reply at Step Three of the Grievance Procedure, either party may submit the matter to arbitration by notifying the other party in writing by registered mail of its desire to submit the grievance to arbitration and said notice shall contain the party's nominee to the Arbitration Board.
- 10:02 Nothing herein shall prohibit the parties from agreeing on a single Arbitrator, within the time requirement in subsection :01. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply to the single Arbitrator.
- 10:03 Within fourteen (14) days of receipt of the letter as provided under subsection :01, the second party shall notify the first party in writing by registered mail of the second party's nominee to the Arbitration Board.
- 10:04 Within ten (10) days of receipt of the letter as provided in subsection :03, the two (2) nominees shall select a third (3<sup>rd</sup>) member who shall be the Chairperson of the Arbitration Board and shall within seven (7) days notify the Union and Employer of the name of the Chairperson.
- 10:05 If, in the event either party fails to appoint a nominee, or if the two (2) nominees are unable to agree upon a third (3<sup>rd</sup>) member within ten (10) days, the appointment shall be made by the Chairperson of the Manitoba Labour Board, upon request by either party.
- 10:06 The time limits within this Article may be extended by mutual agreement between the parties, provided such extension is requested prior to the expiry of the time allowed.
- 10:07 The Arbitration Board shall hear and determine the difference or allegations and shall render a decision, which shall be final and binding upon the Union, Employer and employee(s) affected by it.

- 10:08 The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to.
- 10:09 The decision of the majority shall be the decision of the Arbitration Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.
- 10:10 The Arbitration Board shall not have the authority to amend, add to, or modify the provisions of this Agreement.
- 10:11 The Arbitration Board shall render a decision within thirty (30) calendar days from the time the Board holds its final hearing session.
- 10:12 If the parties disagree as to the meaning of the Arbitration Board's decision either party may apply within seven (7) days of receipt of the decision to the Chairperson of the Board to reconvene to clarify the decision.
- 10:13 Each party shall pay the expenses and fees of their appointee to the Board and their witnesses. Further, both parties will pay equal portions of the fees and expenses of the Chairperson of the Arbitration Board.

## **ARTICLE 11 – DISCHARGE & SUSPENSION**

- 11:01 An employee may be discharged or suspended for just cause. Such employee shall be advised promptly in writing of the reason for dismissal or suspension. A copy will be forwarded to the Local Union.

## ARTICLE 12 – SENIORITY

- 12:01 Effective April 1, 2002, Seniority shall be defined as the total accumulated regular hours of service, calculated from the date the employee last entered the service of the Employer.
- 12:02 Seniority for part-time employees will be based on the number of accrued hours worked equivalent to two thousand and eighty (2080) hours for each year of service.
- 12:03 **During a legislated or approved leave, employment is considered continuous. The time employees are away on leave counts towards their years of service when determining how much vacation they are entitled to. Employees who return from leave are entitled to their full vacation time, because they are still employed while on leave.**
- 12:04 Seniority will continue to accrue if an employee:
- a) is on any paid leave of absence;
  - b) is on any period of paid sick leave;
  - c) is on any period of paid vacation;
  - d) is on any period of unpaid leave of absence up to **30 consecutive days;**
  - e) is on any period of full Workers' Compensation benefits up to one (1) year;
  - f) is on any period of maternity leave or adoption leave.
- 12:05 Seniority will be retained but will not accrue if an employee:
- a) is on unpaid leave of absence in excess of four (4) consecutive weeks, excepting maternity leave and parental leave;

- b) is absent on Workers' Compensation for a period of up to twenty-four (24) months;
- c) is laid off for less than twelve (12) months;
- d) is on probation or acting status in a position outside the bargaining unit for ninety (90) days or less.

12:06 Seniority will terminate if an employee:

- a) resigns;
- b) is permanently laid off;
- c) is discharged for just cause and not reinstated under the grievance and/or arbitration procedure;
- d) is laid off and fails to report for duty as instructed by the Employer except where a laid off employee is required to give two (2) weeks' notice to another Employer or where a laid off employee fails to report due to illness that is certified by a physician;
- e) is laid off for more than twelve (12) months **or terminated due to lack of work**;
- f) fails to report for work as scheduled at the end of an approved leave of absence or suspension;
- g) is promoted or transferred out of the bargaining unit and has completed the probation period in the new position.

12:07 The Employer shall, during the months of January, April, July and September, provide the Union a list of all employees covered by the Collective Agreement together with the accumulated regular hours of service with the Employer up to and including December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup>, and August 31<sup>st</sup>.

## **ARTICLE 13 – PROBATION**

13:01 A newly hired employee will be on probation for a period of ninety (90) calendar days from the date of his/her hiring. During the probationary period the employee shall be entitled to all the rights and benefits of the Collective Agreement. Upon completion of the probationary period seniority shall be calculated from the date of his/her employment. If deemed required by the Employer, a further period of ninety (90) calendar days may be extended in the probationary period. An employee whose services are terminated during the probationary period for general unsuitability shall not have the recourse to the grievance and arbitration procedure.

## **ARTICLE 14 – PROMOTION & STAFF CHANGES**

14:01 When a vacancy occurs or a new position is created within the bargaining unit the Employer agrees to post notice of the new position or vacancy for a period of seven (7) calendar days in order that all members of the bargaining unit shall be aware of the new position or vacancy. First preference shall be given to applicants from within the bargaining unit. Vacancies or new positions not filled from within the bargaining unit may be filled from outside of the facility.

14:02 Notice of job vacancies or newly created positions shall contain the **duties and responsibilities**, necessary qualifications and abilities, as well as the salary range classification and **hours of work and closing date of posting**.

14:03 The selection of employees for vacant or new positions shall be on the basis of ability to perform the duties and responsibilities of the position, qualifications and seniority. Where qualifications and ability are equal seniority shall be the determining factor.

14:04 Where an employee's position is vacated due to failing to give proper termination notice, or where the Employer discharges an employee due to just cause, the position may be filled immediately on a temporary basis, subject to the posting procedure.

14:05 Where a new position or vacancy has been filled from the bargaining unit, the successful applicant shall be placed on trial for ninety (90) days. Employees accepting promotions or transfers from one classification to another shall be allowed a ninety (90) day trial period and the employee shall be declared permanent after the trial period. In the event that the applicant proves to be unsatisfactory in the new position, or if the employee wishes to revert voluntarily to their former position, the employee shall be returned to their former position without loss of seniority.

## **ARTICLE 15 – TRAINING AND STAFF MEETINGS**

15:01 Employees shall be encouraged to improve their knowledge and abilities relevant to their employment by participating in available training programs.

15:02 Employees may submit in writing a request to the Residence Manager for time off with pay to attend training programs that are relevant to the employee's job. Any time off with pay for training programs may only be granted if operational requirements permit.

15:03 The Employer shall endeavour to schedule designated training sessions during the employees' regular hours of work to include travel time for out of town sessions. In the event that the scheduling of such sessions are outside the employees' regular hours of work employees will be compensated subject to Articles **15:04**, 18:01 and 18:02.

15:04 Employees required to attend staff meetings **or travel for training** will be paid overtime rates if:

- a) the employee works in excess of eight (8) hours in the calendar day; or
- b) the employee works in excess of forty (40) hours in the calendar week.

Otherwise, employees required to attend staff meetings **or travel for training** will be paid in accordance with the hourly rates of pay as found in Appendix "A".

- 15:05 a) When a new employee is hired the **Program Manager or designate** shall be responsible for training of the employee.
- b) The employee shall receive no less than three (3) days of orientation before assuming their regular scheduled hours.

## **ARTICLE 16 – LAY OFF AND RECALL**

- 16:01 a) Applicable to Full-time Employees

A lay off shall be defined as a reduction of a full-time position in the bargaining unit or a reduction in the regular hours of work as defined in Article 17.

- b) Applicable to Scheduled Part-time Employees

A lay off is defined as a reduction of a scheduled part-time position in the bargaining unit.

- 16:02 When reducing staff covered by this Collective Agreement, seniority shall be the determining factor providing the employees have the necessary qualifications and abilities to perform the duties required in the remaining positions.

- 16:03 No new permanent employees will be hired until those laid off have been given an opportunity for recall to vacant positions for which they possess the skills, abilities and qualifications to perform the required duties.

- 16:04 To be eligible for recall employees must file their name, current address and working hours and telephone number with the Employer at the time of lay off. An employee is responsible to update this information with the Employer.

- 16:05 The employees laid off in accordance with this Article shall be recalled to work in order of seniority to vacant positions for which they possess the skills, abilities and qualifications sufficient to perform the required duties.
- 16:06 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer.
- 16:07 A laid off employee who refuses to be recalled for temporary assignments on three (3) consecutive occasions shall forfeit her or his right to further recall.
- 16:08 In the event that a full-time employee with five (5) or more years of service is **terminated due to lack of work**, the employee shall be given **six (6)** weeks' notice or **six (6)** weeks' pay in lieu thereof. Employees laid off with less than five (5) years of service shall receive **four (4)** weeks' notice or **four (4)** weeks' pay in lieu thereof.
- 16:09 The Employer agrees that the minimum of, but not limited to, fifty percent (50%) of the equivalent full-time positions shall be filled by full-time employees.

## **ARTICLE 17 – HOURS OF WORK**

- 17:01 The regular hours of work for a full-time employee shall average eighty (80) hours biweekly over the shift rotation including rest periods and meal periods.
- 17:02 A shift for full-time employees shall consist of eight (8) hours inclusive of rest periods and a meal break.
- 17:03 The meal period will be scheduled by the Employer and will be one-half (½) hour in duration.

- 17:04 Two (2) fifteen (15) minute rest periods, scheduled by the Employer, will be provided during an eight (8) hour work period and one (1) fifteen (15) minute rest period during a four (4) hour work period.
- 17:05 Shift schedules shall be determined by the Employer and posted two (2) weeks in advance of commencement of the schedule, **except in emergencies.**
- 17:06 Shift schedules for each two (2) week period shall be posted a minimum of two (2) weeks in advance of the commencement of the schedule. The posted shift schedule shall only be altered or changed by mutual agreement between the Employer and employee.
- 17:07 Where operational requirements permit, shift schedules will meet the criteria outlined in Article 17:11.
- 17:08 The shift commencing at or about midnight shall be considered as the first (1<sup>st</sup>) shift of each working day.
- 17:09 Requests by employees for interchange of posted shifts shall be submitted in writing on a "Request for Interchange of Posted Shift" form and co-signed by the employee willing to exchange shifts with the applicant.
- 17:10 The Employer will offer available part-time and/or casual hours on a seniority basis.
- 17:11 Shift schedules shall, unless otherwise mutually agreed, observe the following conditions:
- a) A minimum of two (2) consecutive shifts off between shifts;
  - b) Days of rest will be scheduled on a consecutive basis, except where operation requirements do not permit;
  - c) A maximum of seven (7) consecutive days of work between days of rest;

## 17:12 Split Shifts:

- a) All proposals for split shifts will be negotiated with the Union on a case-by-case basis.
- b) Employees required to work a split shift shall receive a split shift premium of fifty cents (\$0.50) per hour for all hours worked on the scheduled shift.
- c) Split shifts shall be completed within twelve (12) hours of commencing such shifts.
- d) Split shifts shall be defined as the situation where an employee is required to work two (2) or more blocks of time during a regular eight (8) hour shift.

## ARTICLE 18 – OVERTIME

18:01 An employee who is authorized by the Employer to work in excess of fifteen (15) minutes of his/her regular scheduled hours of work shall be compensated for such additional time at a rate of time and one-half (1½) his/her regular rate of pay for the first three (3) hours of overtime in any one (1) day.

Employees shall receive two (2) times their base rate of pay for overtime beyond the first three (3) hours.

18:02 Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed by mutual satisfaction of the employee and Employer within **ninety (90)** calendar days following the end of the biweekly pay period in which the overtime was worked. By mutual agreement of the employee and the Residence Manager, this time period may be extended. Where mutual agreement has not been reached within the **ninety (90)** day period or the mutually agreed to time period extension, or at the employee's request, the employee shall receive payment based on applicable overtime rates. See Appendix "B"

18:03 Part-time employees shall be entitled to overtime compensation when the employee is required to work in excess of the normal daily and/or weekly hours of work as outlined in Article 17. **For the purpose of clarity, normal daily hours of work refers to eight (8) hours in a day and normal weekly hours refers to a forty (40) hour week.**

**18.04** Overtime shall be offered to employees within the same classification on the basis of seniority, provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work.

## **ARTICLE 19 – STATUTORY HOLIDAYS**

19:01 a) For the purposes of this Collective Agreement the following shall be considered Statutory Holidays:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
<b>Easter Monday</b>	Boxing Day

b) Any other holiday proclaimed by Federal or Provincial Statute.

c) For full-time employees one (1) floating holiday to be taken at a time mutually agreeable to the Employer and employee.

19:02 All employees who work on any statutory holiday referred to in Article 19:01 shall be paid one and one-half (1½) times his/her regular rate of pay, and in addition, she/he shall receive equal time off at his/her regular rate of pay within thirty (30) days immediately following the holiday. Where possible, employee preference will be considered. If compensating time off is impractical to schedule, the employee shall receive two and one-half (2½) times his/her regular pay.

19:03 Casual employees required to work on a Statutory Holiday as outlined in subsection 19:01 shall be paid at time and one-half (1½) for all hours worked.

19:04 An employee is entitled to her regular pay for a Statutory Holiday provided:

- a) she or he did not fail to report for work after having been scheduled to work on the day of the Statutory Holiday unless his or her absence is by reason of illness and,
- b) she or he has not absented herself or himself from work without the consent of the Employer on the regular scheduled working day immediately preceding, or following the holiday unless her absence is by reason of illness.

19:05 Where a Statutory Holiday as set out in this Article falls within the vacation period of a full-time employee, one (1) additional day shall be added to the employees annual vacation entitlement in lieu of the holiday.

19:06 Where a Statutory Holiday as set out in this Article falls within the vacation period of a regular part-time employee, additional hours shall be added to the employee's annual vacation entitlement in lieu of the holiday, equivalent to the pro-ration of the number of hours regularly worked at straight time rates by the employee in a normally scheduled biweekly period.

19:07 Where a Statutory Holiday as set out in subsection :01 falls on a full-time employee's day off, the employee shall receive an alternate day off in lieu thereof.

## **ARTICLE 20 – VACATIONS**

20:01 For purposes of this Collective Agreement, employee's vacation entitlements shall be calculated from the preceding April 1<sup>st</sup> to March 31<sup>st</sup> inclusive. The vacation is to be taken in the year following the accrual.

20:02 A full-time employee shall receive an annual vacation with pay in accordance with her years of employment as follows:

- a) Three (3) weeks after one (1) year of continuous service;
- b) Four (4) weeks after four (4) years of continuous service;
- c) Five (5) weeks after eight (8) years of continuous service;
- d) Six (6) weeks after eighteen (18) years of continuous service.

20:03 Part-time employees shall receive vacation leave based on the leave provisions in Article 20.02 and 20.05.

Part-time employees shall receive vacation pay based on the following formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-Time Hours (2080 hours)}} \times \text{Entitlement of a Full-Time Employee}$$

20:04 Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours of work in a biweekly period.

20:05 A full-time employee employed for less than one (1) year continuous service is eligible for vacation calculated at one and one-quarter (1¼) days per complete month of service.

20:06 On termination, an employee shall receive the balance of his/her annual vacation entitlement up to the previous March 31<sup>st</sup>, plus a percentage of regular salary from that date to termination based on the following schedule:

Those entitled to:

- 3 weeks' vacation – 6%
- 4 weeks' vacation – 8%
- 5 weeks' vacation – 10%
- 6 weeks' vacation – 12%

- 20:07 Vacation entitlement is to be taken in the year immediately following accrual unless permission has been given by the Employer to an employee to carry over vacation entitlement into the following year. An employee must submit a **written** request for carry over at least ninety (90) days in advance of March 31<sup>st</sup>, of the year in which the vacation was normally to be taken.
- 20:08 Vacation leave will be taken by mutual agreement between the Employer and employee. If a dispute arises between two (2) or more employees in respect to taking the same period of vacation, then the seniority shall be the determining factor. An employee may only exercise his or her seniority rights once in any one (1) fiscal year. Requests to schedule vacation made after the final vacation schedule is posted will not be permitted to disrupt the approved schedule vacation of other employees.
- 20:09 The Employer will post vacation entitlement lists not later than April 7<sup>th</sup> and request employee's preferences be submitted in writing by May 15<sup>th</sup> of the same year. The vacation schedule will be posted by May 31<sup>st</sup> of the same year and shall not be changed unless mutually agreed by the Employer and employee.
- 20:10 Five (5) vacation days equals one (1) calendar week.
- 20:11 In the event that an employee is hospitalized during his/her vacation, the Employer may allow the employee, or the employee may elect to utilize sick leave credits in lieu of vacation entitlement to cover the period of hospitalization only. Proof of hospitalization shall be provided to the Employer, if so requested.
- 20:12 **Personal Leave Days**
- a) **A salaried employee who has completed thirty (30) days of employment with the Agency may take three additional days of paid leave per Agency fiscal year. Unused Personal days may not be carried over from one year to the next or paid out upon termination of employment.**

- b) To request a Personal leave day, an employee will follow the same procedure as when requesting vacation time. However, supervisors will make every effort to accommodate a request for personal day(s) on short notice, recognizing that circumstances may not allow for advance planning**

## **ARTICLE 21 – SICK LEAVE**

21:01 Sick leave means a period when an employee is unable to perform her regular duties as a result of illness or injury. "Injury" whenever used in this Collective Agreement shall mean injured in an accident for which compensation is not payable under the Workers' Compensation Act.

21:02 a) Sick leave shall accumulate at the rate of one and one-half (1½) days per month. Part-time employees shall accumulate sick leave on a pro-rata basis of regular hours worked. *(current employees will be grandparented at the 1½ day accrual rate until they reach four years of employment)*

**b) Employees employed for four (4) years and over are entitled to two (2) days per month cumulative.**

**c) Employees hired after the date of ratification and employed for less than four (4) years are entitled to one (1) day per month cumulative.**

**d) Employees are entitled to three (3) family sick days per year non-cumulative.**

21:03 An employee shall accumulate but will not be entitled to paid sick leave for any sickness incurred during the probationary period.

21:04 Maximum accumulation of sick leave shall be one hundred twenty (120) days.

21:05 Where an employee is ill or injured for any period, his/her sick leave credits will be calculated as the balance of any sick leave credits (unused since previous illness or injury) plus the additional sick leave credits accumulated since that time as calculated in subsection :02 of this Article.

21:06 Where an employee is to be absent because of illness/injury, he or she shall **provide** the Residence Manager or designate, **as much notice as possible but not less than two (2) hours** prior to the normal hour of beginning work or as soon thereafter as the means of communication permit.

21:07 An employee who has been absent for three (3) or more days or incurs frequent absences due to illness/injury shall furnish, when requested by the Employer, a medical certificate certifying that the employee is or was unable to be present at work because of illness/injury. Where an employee fails to produce a medical certificate acceptable to the Employer, she may not be entitled to be paid for the period of the absence.

**21.08** Employees shall be allowed to utilize accumulated sick leave days for the following purposes:

- a) Out of town medical appointments for themselves or their spouse or child.
- b) Where an employee has to provide for the care of a spouse, child or parent during an illness.

21:09 Employees shall be allowed to utilize up to five (5) accumulated sick leave days per year for the following purposes:

- a) Out of town medical appointments for themselves or their spouse or child.
- b) Where an employee has to provide for the care of a spouse, child or parent during an illness.

The five (5) day maximum is a combined total for all usage during the year. Leave in excess of five (5) days may be granted at the discretion of the Board.

**21.10 In cases of suspected abuse of sick time, the Union agrees to work in co-operation with the Employer. In the event that abuse of sick time has been proven, the Union agrees that disciplinary action may be taken by the Employer.**

## **ARTICLE 22 – WORKERS’ COMPENSATION**

- 22:01 a) If an employee is prevented from performing his/her regular duties with the Employer due to an occupational accident associated with his/her employment and this accident is recognized by the Workers’ Compensation Act as compensable within the meaning of the Act and if the employee elects, the Employer will supplement the award by the Compensation Board for loss of wages to the employee by such an amount that the award of the Compensation Board and the Employer supplementation will maintain the employee’s regular wages and the employee’s sick leave credits will be reduced proportionately until all credits have been exhausted.
- b) Under no circumstances shall an employee receive greater remuneration than regular pay while receiving W.C.B. benefits. Further to this, W.C.B. payments shall be paid directly to the employee and the Employer shall notify the W.C.B. of salary adjustments at the time they occur.

## **ARTICLE 23 – LEAVE OF ABSENCE**

- 23:01 An employee wishing to request a leave of absence without pay must submit a request in writing to the Residence Manager at least ten (10) calendar days in advance of the date the requested leave will commence. In the event of a pressing necessity or an unforeseen circumstance which requires the employee’s immediate attention, the above notice period may be waived **at the discretion**

**of management**, provided the employee notifies the Employer as soon as possible and provided operational requirements permit.

23:02 Where operational requirements permit, employees elected or appointed to do Union work will be granted leave of absence without pay for such purpose, provided at least seven (7) calendar days' notice in writing is provided by an authorized Union Representative to allow the Employer to make arrangements to replace such employees.

**23.03 An employee shall be granted one (1) day leave of absence with pay during the childbirth or post-partum period of his or her spouse.**

## **ARTICLE 24 – BEREAVEMENT LEAVE**

24:01 An employee shall be entitled to compassionate leave in the period of bereavement for the period of up to five (5) working days without loss of regular pay in the event of the death of a member of an employee's immediate family which is defined as spouse (common-law or legal), father, mother, stepfather, stepmother, foster father, foster mother, brother, sister, child, stepchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandchild or ward of the employee, grandparent, or a person permanently residing in the employee's household or with whom the employee reside.

24:02 An employee shall be entitled to **bereavement** leave of one (1) working day without loss of regular pay in the event of the death of an employee's sister-in-law, brother-in-law, aunt or uncle, niece or nephew, or close friend.

24:03 An employee shall be entitled to four (4) hours' leave without loss of regular pay to attend a funeral as a pallbearer. An employee may request, and the Employer may grant, four (4) hours' leave without pay to attend a funeral insofar as operational requirements will allow and upon twenty-four (24) hours' notice to the Residence Manager.

24:04 An employee shall be entitled to additional **bereavement** leave to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

24:05 An employee on vacation when **bereavement** leave responsibilities arise shall have their vacation credited by the number of compassionate days used.

## **ARTICLE 25 – COMPASSIONATE CARE**

- a) **Compassionate care leave is a leave of absence without pay that is available to an employee to provide care or support to a seriously ill immediate family member.**
- b) **An immediate family member is a spouse, common-law spouse, children, step-children, parents, grandparents, brother, sister, step-father, step-mother, step-sister, step-brother, aunts, uncles, nieces, nephews, and anyone that the employee considers to be like a close relative.**
- c) **An employee who has completed thirty (30) days of employment with the Agency is entitled to compassionate care leave in accordance with the Employment Standards Code.**
- d) **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 period. He or she must also submit a copy of a physician's certificate verifying the serious nature of the family member's illness.**
- e) **If an employee on compassionate care leave wishes to end the leave early he or she must provide at least forty-eight (48) hours' notice of the expected return date.**

- f) **An employee on compassionate care leave may qualify for Employment Insurance benefits under the Federal Government's compassionate care program.**

## **ARTICLE 26 – COURT LEAVE**

**26:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury and witness fees received by the employee shall be remitted to the Employer.

**26:02** Where an employee is subpoenaed for jury duty during their period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.

## **ARTICLE 27 – MATERNITY LEAVE**

**27:01** An employee who becomes pregnant shall be entitled to maternity leave provided:

- a) she has completed seven (7) continuous months of employment for or with the Employer;
- b) except under extenuating circumstances, she submits to the Employer an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- c) she provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

- d) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
- e) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- f) the Employer may vary the length of maternity leave upon proper certification by the attending physician;
- g) it is understood that the provisions of Article 28 may be applied in combination with Article 26 subject to Article 28:05.

**27:02** The Employer may require the employee to take maternity leave when the employee is unable to carry out her normal duties, **and** when, in the opinion of a medical practitioner, such leave is warranted.

**27:03** An employee's request to vary the original return to work date must be submitted in writing to the Residence Manager at least four (4) weeks prior to the original date indicated by the employee.

**27:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of six (6) days of accrued sick leave against the Employment Insurance waiting period.

## **ARTICLE 28 – PARENTAL LEAVE**

28:01 In order to qualify for parental leave, an employee must:

- a) be the **parent** of a child; or
- b)** adopt a child under the law of a province.

28:02 An employee who qualifies under :01 must:

- a) have completed seven (7) continuous months of employment and
- b) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

28:03 An employee who qualifies in accordance with :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

28:04 Subject to Section :05, parental leave must commence no later than the first (1<sup>st</sup>) anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

28:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

## **ARTICLE 29 – PAYMENT OF WAGES**

29:01 Employees shall be paid biweekly in accordance with the pay schedule for this classification. Each pay stub shall contain a listing of current available accruals including overtime, vacation, sick time and general holiday time.

29:02 Where an employee is promoted from one (1) classification to another with a higher rate of pay the employee will be paid at the start rate (first step) of the new classification, provided that the rate of pay in the new classification is higher than the employee's previous rate.

29:03 The pay schedule will be attached as "Appendix A".

29:04 Annual increases shall be due on the anniversary date of the employee's date of employment with Macdonald Youth Services until the top of the scale is reached.

### **ARTICLE 30 – PART-TIME PRO-RATION**

- 30:01 a) All part-time employees as defined in Article 5:03 shall receive all benefits of this Collective Agreement on a pro-rata basis.
- b) All casuals who accumulate three hundred and twenty (320) accrued hours of work shall receive all benefits of this Collective Agreement on a pro-rata basis, subject to eligibility requirements.

### **ARTICLE 31 – DAYLIGHT SAVINGS TIME**

31:01 Time worked as a result of the time change over from Central Standard time and vice versa shall be paid at the rate of straight time for actual hours worked.

### **ARTICLE 32 – WORKPLACE SAFETY AND ACCIDENT PREVENTION**

- 32:01 The Employer and the Union recognize that safety, accident prevention and preservation of health are of primary importance in the operation of a residential facility and hereto agree that the provisions of the Workplace Safety and Health Act shall apply to employees covered by this Collective Agreement in that:
- a) The worker safety and health representative shall be appointed by the Union.
- b) The Employer shall post the name of the worker and Employer representative prominently in the workplace.
- c) The worker representative shall, in co-operation with a representative of the Employer, perform the same duties as set

out for the workplace safety and health committees as set out in the Workplace Safety and Health Act.

- d) Training related to safety or health or licensing requirements or other agency mandated training must be attended by employees at the time and place designated and directed by the program manager except in emergencies. Training time will be paid time.**

### **ARTICLE 33 – CONTRACTING OUT**

33:01 The Employer shall not lay off full-time employees as a result of **contracting** out work regularly assigned to them.

### **ARTICLE 34 – RESIGNATION**

34:01 An employee may terminate employment with the Employer by providing two (2) weeks' notice in writing to the Residence Manager or his/her designate, or as per the provisions of the Manitoba Employment Standards Code.

34:02 The effective date of resignation shall be the last day upon which the employee is present to work and performs her regular duties.

34:03 Employment may be terminated with lesser notice as per the provisions of the Manitoba Employment Standards Code.

34:04 The Employer and employee shall be governed by the provisions of the Manitoba Employment Standards Code with respect to pay in lieu of notice.

34:05 The Employer shall provide to the employee all monies owing to them within thirty (30) days of the termination date.

## **ARTICLE 35 – TECHNOLOGICAL CHANGE**

35:01 In the case of technological change, the provisions of the Section 83 to 85 of the Labour Relations Act for Manitoba shall apply.

## **ARTICLE 36 – PERSONNEL FILE**

36:01 a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Local Union Office.

b) An employee may respond in writing to any material in the file which will become a part of the employee's file. The employee's reply to such document shall also become part of the employee's personnel file.

36:02 The Employer shall allow an employee to review his/her personnel file provided they make prior arrangements with the Residence Manager.

## **ARTICLE 37 – CONTINUANCE OF OPERATION**

37:01 The Employer agrees that neither it nor anyone on its behalf shall threaten a lockout of any employee(s) and that there will be no lockout of its employee(s) for the duration of this Agreement.

37:02 The Union agrees that neither it nor anyone on its behalf shall slowdown work, picket or threaten a strike during the term of this Collective Agreement. If any such action should be taken by the employees then the Union will direct the employees to cease such action.

## **ARTICLE 38 – PERSONAL DAMAGE**

**38:01** Employees incurring **work related** damage to personal clothing, footwear, eye glasses or dentures shall submit a claim in writing within five (5) days of the occurrence to the Residence Manager who may authorize payment for such claims. Such claims shall not be unreasonably denied.

**38:02** No claim for compensation will be considered where an employee has or will receive compensation from insurance or otherwise for loss or theft of or damage to his or her property, equipment, personal effects or luxury items.

## **ARTICLE 39 – UNIFORMS**

**39:01** Where the Employer requires that a protective garment be worn, the Employer shall provide and maintain same.

## **ARTICLE 40 – MEAL PROVISIONS**

**40:01** Meals shall be provided as per the residence daily meal plan per each day worked at no charge to staff.

## **ARTICLE 41 – PENSION PLAN**

**41:01** In this Article, the terms used shall have the meanings as described:

"Plan" means a retirement vehicle as determined by the Union.

"Applicable wages" means the basic straight time wages for all hours worked an in addition:

- i) The straight time component of hours worked on a holiday.
- ii) Holiday pay for the hours not worked.

iii) Vacation Pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means full-time and part-time employees in the bargaining unit.

**41:02** Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3%) of applicable wages to the Plan.

The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3%) of applicable wages to the Plan.

**41:03** The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

**41:04** The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH. P-8 as amended and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee as stated above include:

To Be Provided Once Only At Plan Commencement:

- Date of hire
- Date of birth
- Date of first contribution
- Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit).
- Gender

To Be Provided With Each Remittance:

- Name
- Social Insurance number
- Monthly remittance
- Pensionable earnings
- Year to date contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer.

To Be Provided Initially And As Status changes:

- Full address
- Termination date where applicable (MM/DD/YY)
- Marital status

**41:05** In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as "Schedule A".

**ARTICLE 42 – DURATION OF AGREEMENT**

**42:01** This Agreement shall come into effect on the first (1<sup>st</sup>) day of April **2014** and remain in effect until the thirty-first (31<sup>st</sup>) day of March **2017**.

During the period of time required to negotiate a renewal or revision of this Collective Agreement the provisions of this Collective Agreement shall remain in force and effect.

**42:02** Should either party desire to propose changes to this Collective Agreement, they shall give notice in writing, including proposed amendments to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formulation of a new Collective Agreement.

**ARTICLE 43 – EMPLOYEE BENEFITS**

**Dental Plan**

**The parties agree that the Dental Plan will be cost shared as follows:**

<b>Single:</b>	<b>Employer 65%</b>	<b>Employee 35%</b>
<b>Family:</b>	<b>Employer 50%</b>	<b>Employee 50%</b>

**Extended Health Care Plan**

**The parties agree that the Extended Health Care Plan will be cost shared as follows:**

<b>Employer 60%</b>	<b>Employee 40%</b>
---------------------	---------------------

**LTD to be employee paid.**

## **Notes on Retroactivity**

All employees shall be eligible for retroactive wage adjustments based on all paid hours with the Employer.

Upon ratification by both parties, all monetary terms of the tentative agreement shall be in force and effect as of April 1, **2014**. All non-monetary terms of this tentative agreement shall be in force and effect on the date of ratification by both parties.

DH/pnf  
cope 491

## APPENDIX "A"

### Local 8600 Macdonald Youth Services

#### WAGE SCALE

**Effective: April 1, 2014 – March 31, 2015**  
**5% Northern Allowance**

<i>Residence Worker</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Year</i>	<i>3 Year</i>	<i>4 Year</i>
Annual	26,295.26	27,696.97	28,605.50	29,436.14	30,318.71
Biweekly	1,011.35	1,065.27	1,100.21	1,132.16	1,166.11
Hourly	12.64	13.31	13.74	14.14	14.58

**Effective: April 1, 2015 – March 31, 2016**  
**1.01% General Wage Increase**  
**Plus 5% Northern Allowance**

<i>Residence Worker</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Year</i>	<i>3 Year</i>	<i>4 Year</i>
Annual	26,558.21	27,973.94	28,891.55	29,730.50	30,621.90
Biweekly	1,021.46	1,075.92	1,111.21	1,143.48	1,177.77
Hourly	12.77	13.45	13.88	14.28	14.73

**Effective: April 1, 2016 – March 31, 2017**  
**1.01% General Wage Increase**  
**Plus 5% Northern Allowance**

<i>Residence Worker</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Year</i>	<i>3 Year</i>	<i>4 Year</i>
Annual	26,823.79	26,823.79	26,823.79	26,823.79	26,823.79
Biweekly	1,031.68	1,086.68	1,122.33	1,154.92	1,189.55
Hourly	12.90	13.58	14.02	14.43	14.88

DH/pnf  
cope 491

**"SCHEDULE A"**  
**PENSION PLAN PARTICIPATION AGREEMENT**

PARTICIPATION AGREEMENT  
(For Provinces Other Than Quebec)

The Agreement made this 1<sup>st</sup> day of April, 2002

BETWEEN:

**MACDONALD YOUTH SERVICES**  
(the "Employer")

-AND-

MULTI-SECTOR PENSION PLAN  
By its Trustees  
(the "Trustees")

---

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the **Collective Agreement** between the Employer and Local 8600 of the Canadian Union of Public Employees (the "Union"), an in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the **Collective Agreement** dated the 1<sup>st</sup> day of April, 2002 (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amount owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated February 2, 2001, as amended ("Declaration of Trust") which established the plan.

2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. The Employer agrees to provide the Administrator of the Plan, on a timely basis, all information required pursuant of the Pension Benefits Act, R.S. OI, 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process the pension contributions and pensions benefits.

For further specificity, the information required for each Eligible Employee is as follows:

- i) To Be Provided Once Only At Plan Commencement:
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
  
- ii) To Be Provided With Each Remittance:
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) To Be Provided Initially And As Status Changes:
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status

DH/pnf  
cope 491



**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
**MACDONALD YOUTH SERVICES**  
AND  
CUPE LOCAL 8600

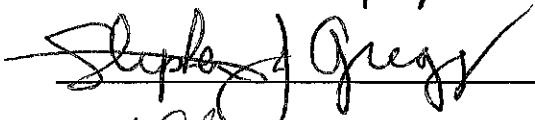
NORTHERN RESIDENTS DEDUCTIONS: TRAVEL IN DESIGNATED AREAS  
(AS DEFINED BY CANADA **REVENUE AGENCY**)

---

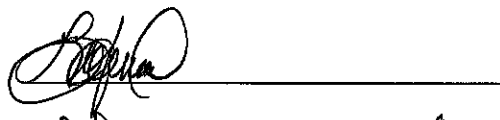
1. All parties acknowledge the Northern Residents Deductions: Travel in Designated Areas allowance is administered by Canada **Revenue Agency** and is subject to any changes implemented by Canada **Revenue Agency** which may imply in respect to the benefits eligible.
2. Should Canada **Revenue Agency** reduce the Northern Residents Deductions: Travel in Designated Areas allowance or eliminate the Northern Residents Deductions: Travel in Designated Areas allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.
3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in Designated Areas allowance.
4. Any changes to the Northern Residents Deductions; Travel in Designated Areas allowance shall be subject to review by Legal Counsel to ensure Canada **Revenue Agency** Tax regulations are adhered to.

Signed at the Town of The Pas, in Manitoba this 15 day of  
June 2016.

For the ~~Union~~ Employer

  
\_\_\_\_\_  
d Chapman

For the Employer ~~Employer~~ Union

  
\_\_\_\_\_  
Shannon Morias

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**MACDONALD YOUTH SERVICES**  
**AND**  
**CUPE LOCAL 8600**

**JOB SHARING/APPROVED LEAVE**

---

When a full-time employee wishes to reduce her hours to part-time in order to accommodate, but not limited to, being home with children or due to health reasons, the position will remain full-time and a job posting for part-time term employment will be posted and awarded in accordance with the Collective Agreement.

Signed at the Town of The Pas, in Manitoba this 15 day of  
June 2016.

For the ~~Union~~ Employer

*Steph J. Gray*  
*D. Chapman*  
\_\_\_\_\_

For the ~~Employer~~ Union

*[Signature]*  
*Shannon Monais*  
\_\_\_\_\_

DH/pnf  
cope 491

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MACDONALD YOUTH SERVICES  
AND  
CUPE LOCAL 8600**

**ADDITIONAL WAGE FUNDING**

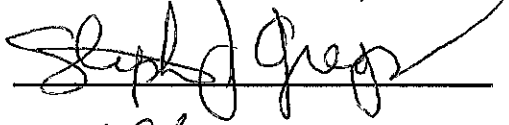
---

**If during the term of this Collective Agreement the Provincial Government provides additional funding for wages of employees covered by the Agreement, the parties shall meet to discuss and agree how the additional amounts are to be applied in accordance with any direction provided by the Government.**

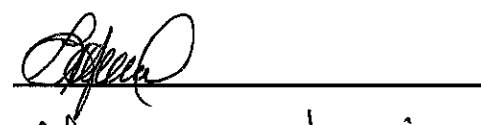
**This meeting shall occur no later than sixty (60) days from the date the monies become available.**

**Signed at the Town of The Pas, in Manitoba this 15 day of  
June 2016.**

**For the ~~Union~~ Employer**

  
\_\_\_\_\_  
& Chapman  
\_\_\_\_\_

**For the ~~Employer~~ Union**

  
\_\_\_\_\_  
Shannon Menais  
\_\_\_\_\_

DH/pnf  
cope 491