

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*

Local 1543

- and -

Fort Rouge Co-operative Day Nursery Inc.

Term of Agreement:
July 1, 2020 to June 30, 2022

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ARTICLE 1 - PREAMBLE

101 Whereas it is the desire of both parties to this agreement:

- (a) To maintain a high standard of care for preschool children, particularly those attending the Employer's premises, and therefore to that end:
- (b) (i) To maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- (ii) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services, and;
- (iii) To promote the morale, well-being, and security of all employees in the bargaining unit of the Union;

102 Whereas it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in a collective agreement. Now therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

201 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement may be decided through the grievance and arbitration procedure. In administering this agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

202 Management rights, functions and prerogatives include but are not limited to, the right to evaluate, reprimand or otherwise discipline employees in the day to day operation of the day care; to determine and implement job requirements and standards; and to make and change rules, policies and practices not in conflict with the provisions of this agreement.

203 The Employer's non-exercise of any right or function shall not be deemed a waiver of the Employer's right to so exercise.

204 Where this Collective Agreement and the Manitoba Early Learning and Child Care Best Practice Licensing Manual conflict, the Manitoba Early Learning and Child Care Best Practice Licensing Manual will be followed.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS301 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1543 as the sole and exclusive collective bargaining unit for all of its employees, covered by Certificate #MLB 7249 issued in 1976, and hereby agrees to negotiate with the bargaining unit, concerning all matters affecting the relationship between the parties, aiming towards an amicable settlement of any differences that may arise between them.

302 **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties.

303 **Part-time and Term Employees**

This agreement is fully applicable to all part-time, term or Substitute (Sub) employees unless otherwise specified, excluding the Director. It is further agreed that sub employees are not covered by Articles 14, 20, 21 and 22 and that government grant employees are not covered by Articles 14, 20, 2104 and 22.

304 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

305 **Definition**

Except where this context otherwise requires, "Union" means the bargaining unit covered by Certificate #MLB 7249.

ARTICLE 4 - DEFINITIONS401 **Full-time Employees**

A full-time employee is an employee employed by the day care who regularly works the hours specified in Article 18. This employee is fully covered by this Collective Agreement.

402 Part-time Employees

A part-time employee is an employee who is scheduled to work less than full-time hours on a regular and recurring basis. All benefits of this agreement shall apply to part-time employees on a pro rata basis.

403 Substitute (Sub) Employee

Substitute employees are defined as those employees who are employed on an irregular and/or unscheduled basis to restore to normal the regular staff complement depleted by the absence of permanent or temporary employees, or to complement the work force on an emergency basis. Subs shall be paid not less than the start rate of the appropriate classification as determined by their level of training.

404 Term Employee

A “term employee” is one who is hired for a specific time period or until completion of a particular project. Temporary assignments shall not normally exceed fifty-two (52) weeks unless the Employer so requests and the Union agrees.

405 Summer Grant Employees

A “summer grant employee” is an employee who is employed during the summer months on a grant provided by Municipal, Provincial or Canadian Government. This employee is not covered by the Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

501 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

502 The parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race;
- culture, ethnic background or origin;
- age;
- language, nationality or national origin;
- political belief, association or activity;
- religion or creed;
- sex, including pregnancy;
- marital status or family status;
- sexual orientation or gender identity;
- physical or mental disability;
- place of residence;
- membership or non-membership or activity in the Union.

503 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 the Employer, the Union and the employee(s).

504 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in a Respectful Workplace Policy.

Employees are encouraged to review the Respectful Workplace Policy and Code of Conduct available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

601 All Employees to be Members

All employees of the Employer, excluding the Director, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within three (3) months of employment.

ARTICLE 7 - CHECKOFF OF UNION DUES

701 Checkoff Payments

The Employer shall deduct from every employee on a biweekly basis any dues, initiations or assessments levied in accordance with the Union Constitution and owing by him/her to the Union.

702 Deductions

Deductions shall be made on a biweekly basis and shall be forwarded to the National Secretary-Treasurer's office (1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7) within seven (7) days of the last pay period of the month, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

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.

703 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

801 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff.

802 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her union steward or representative. The steward or representative will provide him/her with a copy of the Collective Agreement.

803 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 9 - UNION MANAGEMENT COOPERATION COMMITTEE

901 (a) Establishment of Committee

A Labour-Management Cooperation Committee shall be established consisting of equal representatives from the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of maximum service to the children.

(b) Chairperson of the Meeting

An Employer Representative and a Union Representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings. The Chairperson by mutual consent shall call all meetings. Employees shall not suffer any loss of pay for time spent with this Committee.

(c) Jurisdiction of Committee

The Committee shall not have jurisdiction over any matter of collective bargaining but shall be a forum for communication and co-operation.

902 Policy Review Committee

A joint Policy Review Committee shall be established to review Centre policies and to make recommendations as to improvements. The Committee shall have equal representation from the Union and the Employer. The Committee shall have full access to all pertinent information concerning the Centre's policies.

903 The Union recognizes the right of the Employer to set policies, rules and regulations.

The Employer agrees that Centre policies must not conflict with the terms of the Collective agreement.

ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS1001 Representation

The Employer, consistent with its recognition of the Union as the sole bargaining agent representing the employees within this agreement shall not bargain with or enter into any agreement with any employee or group of employees in the bargaining unit other than through a person or persons designated by the Union to represent the bargaining unit.

1002 Notification

Each party shall, upon the request of the other, provide the names of the persons with whom they may bargain pursuant to Article 1001.

1003 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

1004 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises, at a mutually agreed upon time, in order to investigate and assist in the settlement of a grievance.

1005 Remuneration during Working Hours

One (1) representative of the Union designated pursuant to Article 1002 who is in the employ of the Employer, shall have the right to attend bargaining meetings held within working hours without loss of remuneration.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

1101 Discipline and Discharge

- (a) An employee may be disciplined or discharged for just cause only.
- (b) Such employee shall be advised promptly in writing of the reason for his/her discipline or discharge with a copy being sent to the Union Representative.
- (c) **Discipline measures shall be appropriate to the cause and to the principles of progressive discipline.**

1102 Terminations

An employee may terminate his/her employment with the Employer by giving two (2) weeks' written notice.

1103 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

ARTICLE 12 - ACCESS TO PERSONNEL FILE

1201 (a) Access to Personnel File

Upon written request an employee shall be given the opportunity to examine any document which is placed in his/her personnel file provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against him/her, and his/her reply to any such document shall also be placed in her personnel file. Such examination shall be in the presence of the Director. Upon written request, the employee shall also receive, at her own expense, an exact copy of any document forming part of his/her file.

- (b) If an employee so elects, she may be accompanied by a Union representative when examining his/her personnel file. He/she shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.

- (c) There shall be one (1) personnel file maintained by the Employer for each employee.
- (d) The Employer agrees to remove any disciplinary or derogatory entries from employee(s) personal file after a period of twenty-four (24) months have elapsed from the date of the incident providing no further incidents have occurred in that time frame.

The Employer will keep all documentation in relation to disciplinary action in the employee's personnel file, however it will not be used against the employee upon expiry of the twenty-four [24] month period in any future disciplinary proceedings.

ARTICLE 13 - GRIEVANCE PROCEDURE

1301 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint officers, whose duties shall be to assist any employee which the Union represents, in preparing and in presenting his/her grievance in accordance with the grievance procedure.

1302 Definition of Grievance

A grievance shall be defined as any difference or dispute concerning the application, interpretation or alleged violation of this agreement. Where either party to this agreement disputes the general application, interpretation or alleged violation of this agreement, either party may initiate a policy grievance. The shop steward/employee representative shall be notified of grievances.

1303 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The employee shall present the grievance in writing to the Director within **fifteen (15)** working days from the date upon which the grievance was first known to have occurred. The Director shall respond in writing within **fifteen (15)** working days of receipt of the grievance.

Step 2

If the Employee is dissatisfied with the Director's decision she may, within **fifteen (15)** working days, submit to the Board of Directors a written statement of the particulars of the grievance and the redress sought. The Board of Directors shall render a decision within **fifteen (15)** working days after the Board meeting following receipt of such notice. Replies to grievances shall be in writing.

Step 3

Should the employee be dissatisfied with the decision of the Board of Directors, the Union shall refer the dispute to arbitration within **fifteen (15)** working days of receipt of the Board's decision.

1304 Informal Discussions

Nothing herein precludes recourse to informal discussions by mutual consent or settlement on an informal basis. Any such discussions will be on a without prejudice basis and kept strictly confidential.

ARTICLE 14 - ARBITRATION1401 Nomination of Arbitrator

When either party requests that a grievance be submitted to arbitration the request shall be made by written correspondence to the other party of the agreement, indicating the name of its nominee as sole arbitrator. Within ten (10) working days thereafter, the other party shall answer by written correspondence indicating its agreement or disagreement. Failing agreement on the choice of sole arbitrator, the parties shall request the Manitoba Labour Board to appoint said arbitrator

1402 Expenses of Arbitrator

Each party shall pay one-half (1/2) the fees and expenses of the arbitrator.

1403

Time limits as specified in this article may be extended by mutual consent between the Employer and the Union in writing. Failure on the part of the employee(s) or the Union to comply with the time limits set forth in this article, or as subsequently extended by mutual agreement, shall result in the grievance to have been abandoned and all rights of recourse to the grievance and arbitration procedures shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits or as subsequently extended by mutual agreement, the employee(s) or the Union may process the grievance to the next step.

- 1404 Every decision of the arbitrator on a matter is final and binding on the parties and shall not be questioned or reviewed in any court, save and except where the arbitration (a) fails to observe a principle of natural justice or (b) the decision is obtained by fraud or based on perjured evidence.

ARTICLE 15 - SENIORITY

1501 Seniority Defined (Type of Seniority Unit)

Seniority is defined as length of service in the bargaining unit and shall be used in determining preference or priority for promotion, demotion, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining unit-wide basis.

1502 Probation of Newly Hired Employees

Newly hired employee(s) shall be employed on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure unless the Union claims discrimination, as noted in Article 5 as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

1503 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns;
- (c) he/she is laid off for a period of longer than two (2) years;
- (d) he/she does not respond to recall to employment from layoff after two (2) weeks' notice.

1504 Seniority will continue to accrue if an employee:

- (a) is on any period of paid income protection;
- (b) is on any period of paid vacation;

- (c) is on any period of full Workers' Compensation benefits;
- (d) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (e) is on any period of parental leave;
- (f) is on compassionate care leave;
- (g) is on any approved leave.

1505 Seniority will be retained but not accrue if an employee:

- (a) is laid off for less than two (2) years;
- (b) is on the trial period of an out-of-scope position;
- (c) is on an unpaid leave of absence over three (3) months, excluding Union purposes not exceeding one (1) year.

1506 Once per year the Employer will provide the Union with seniority lists.

ARTICLE 16 - JOB DESCRIPTIONS

1601 The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

Job descriptions to be attached to this Collective Agreement.

ARTICLE 17 - LAYOFF AND RECALL

1701 Role of Seniority in Layoffs

Both parties recognize that job security should increase in proportion to length of service, therefore, in the event of a layoff, employees in each classification shall be laid off in the reverse order of their seniority.

1702 Recall Procedure

Employees shall be recalled in order of their seniority providing they are qualified and able to do the work.

1703 Advance Notice of Layoff

- (a) Employees in Pay Levels 1, 2 and 3 - 2 weeks' notice or pay in lieu of notice.
- (b) Employees in Pay Level 4 - 3 weeks' notice or pay in lieu of notice.
- (c) Employees in Pay Level 5 - 4 weeks' notice or pay in lieu of notice.

1704 Bumping

An employee up for layoff will be given the opportunity to replace an employee with less seniority in a position in the same classification and/or fewer hours if the employee holds the qualifications for that position.

1705 Definition of Hours Reduction

A reduction of hours shall be defined as a layoff when the hours reduction exceeds one (1) hour per day or five (5) hours per week.

Employees who have been laid off must maintain their current addresses and phone numbers with the Management of the Centre. Employees must respond to notice of recall within ten (10) working days by phone or registered mail. Failure to do so will result in the employee losing his/her right to be recalled.

ARTICLE 18 - HOURS OF WORK1801 Standard Daily Hours

The working day shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. The hours of work for full-time employees shall be eight (8) hours per day including a one-half (½) hour unpaid and a one-half (½) hour paid meal period. All breaks will be scheduled by the Director or Designate to meet ratio requirements.

1802 By mutual agreement between the employee and the Director, an employee shall be allowed to temporarily reduce their workweek. If the employee wishes to increase their workweek at some point after the reduction, they must notify the Director in writing. Any additional hours that become available shall be awarded to the employee with her willingness to accept those hours and subject to her seniority in the bargaining unit.

ARTICLE 19 - OVERTIME1901 Overtime Defined

All time worked beyond thirty-seven point five (37.5) hours per week shall be considered as overtime.

1902 Compensation for Work after Regular Scheduled Hours

Overtime worked after the thirty-seven point five (37.5) weekly hours shall be paid for at the rate of time and one-half (1½).

1903 Approved Time Off

An employee who is absent on approved time off during his/her scheduled workweek for purposes approved by the Director, may do so with or without salary, or work hours beyond the normal workweek, at the discretion of the Director.

1904 Calculation of Overtime Rates

For the purposes of computing the hourly overtime rates for monthly rated employees the biweekly salary shall be divided by seventy-five (75) and multiplied by the overtime rates.

1905 Avoidance of Overtime

Both parties recognize that it is not in the best interests of the Day Care Centre to have overtime worked, and accordingly the Employer and employees will, wherever practical, take such steps as may be necessary to avoid the working of overtime.

ARTICLE 20 - HOLIDAYS2001 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Louis Riel Day	Good Friday
Queen's Birthday	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	*December 24 th

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

*In the event that the Manitoba Early Learning and Child Care Office does not approve the time off in accordance with Article 2002 then the day off will be recognized as a Float Holiday.

2002 Holiday Falling on Saturday or Sunday

In the event that the holidays in Article 2001 fall on a Saturday or Sunday (except Remembrance Day) the Friday previous to the holiday or the Monday after the holiday shall be recognized as the day off in lieu of. The Director shall determine which day is better for the majority of the parents.

ARTICLE 21 - VACATIONS

2101 Annual Vacation

- (a) During the first three (3) years of employment, an employee shall accumulate vacation credits on the basis of three (3) weeks at six percent (6%) of hours worked.
- (b) From the third (3rd) anniversary of employment to the eighth (8th) anniversary of employment an employee shall be entitled to vacation credits on the basis of four (4) weeks at eight percent (8%) of hours worked.
- (c) From the eighth (8th) anniversary of employment to the fifteenth (15th) anniversary of employment an employee shall be entitled to vacation credits on the basis of five (5) weeks at ten percent (10%) of hours worked.
- (d) After the fifteenth (15th) anniversary of employment an employee shall be entitled to vacation credits of six (6) weeks at twelve percent (12%) of hours worked.

2102 The vacation year shall be recognized as May 1st to April 30th. An employee who has completed less than one (1) year of employment as at the cut-off date of April 30th of any year shall earn paid vacation for that time period at the rate of six percent (6%) for the regular hours worked. Vacation shall be taken during the vacation year unless otherwise mutually agreed between the Director and the employee.

2103 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional day's paid vacation.

2104 Vacation Pay on Termination

An employee terminating employment shall be entitled to payment of salary or wages in lieu of vacation not received in accordance with the *Employment Standards Code*.

2105 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved paid leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the period of vacation or reinstated for use at a later date at the Director's discretion. A medical certificate is required for sick leave.

2106 Vacation Preference and Carry Over

Employees shall be granted a preference of vacation based on seniority. The vacation schedule shall be approved by the Director. At the employee's request and with the Director's approval, up to two (2) weeks of vacation leave may be carried over for up to six (6) months into the following employment year.

Employees shall take vacation days in a minimum of five (5) day blocks, except with prior written approval of the Director. Such approval shall not be unreasonably withheld.

The Employer will post a projected vacation entitlement list no later than April 30th of each year. Employees shall indicate their preference as to dates within thirty (30) calendar days of posting of the projected entitlement list.

The Employer will post an approved vacation schedule within thirty (30) calendar days of the projected vacation entitlement list having been posted. The Employer will give due consideration to employee preference and individual circumstances, including seniority and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

Employees who do not indicate their vacation preference as set out above shall provide two (2) weeks' written notice of a request for vacation time. An employee who fails to indicate his or her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

ARTICLE 22 - SICK LEAVE PROVISIONS2201 **Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

2202 **Proof of Illness**

An employee shall provide a medical certificate in respect of sick leave in excess of three (3) days for one (1) cause or at the Director's request any time more than eight (8) sick days have been taken in any year. Where an employee fails to produce a medical certificate acceptable to the Employer, the employee shall not be paid for the period of absence. The Employer agrees that said requests are not to be unreasonably requested.

All costs associated with obtaining a medical certificate shall be borne by the Employer.

2203 **Annual Paid Sick Leave**

Eighteen (18) days' sick leave per year shall be earned by an employee at the rate of one point five (1.5) days for every month an employee is employed.

2204 **Maximum Accumulation of Sick Leave**

The unused portion of an employee's sick leave entitlement shall accrue for his/her future sick leave benefits to a maximum of forty-eight (48) days.

2205 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) when absent for sick leave.

2206 **Illness in the Family**

An employee may apply to utilize up to ten (10) sick leave days per calendar year for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

A primary caregiver is defined as one who either temporarily or on a regular and recurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

2207 Wellness Days

Up to six (6) days' sick leave per year shall be recognized as wellness days. Wellness days shall not accrue and if used, shall be taken once every two (2) months as mutually agreed between the employee and the Director. Notice of three (3) working days is required.

2208 For each twelve (12) month period where an employee does not use their sick time, exclusive of wellness days, they shall, at their option, be given one (1) day's extra pay or a day off with pay.

ARTICLE 23 - LEAVES OF ABSENCE2301 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. The Employer agrees that such leave will not be unreasonably withheld if, in the Employer's opinion, the employee's absence will not impair the efficient operation of the day care. Such request shall be in writing, approved in advance, in writing, by the Director; or by the Board of Directors if in excess of five (5) days in any year.

2302 Paid Bereavement Leave

An employee shall be granted a maximum of five (5) regularly **scheduled work days'** leave without loss of salary or wages in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or great grand-parents. **An employee shall be granted some flexibility in how the five (5) days are used; the Employer may request, in writing, the reason for flexibility. The Employer will develop a checklist outlining potential reasons for the request, such checklist will provide the reason only and no details should be requested.**

Where the burial occurs outside the city, such leave shall include as well, reasonable travelling time with salary not to exceed an additional two (2) days.

An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of a death of an aunt or uncle.

An employee shall be granted one (1) regularly scheduled work day leave without loss of pay to participate in a funeral service as an usher or pallbearer.

An employee may be granted up to one (1) day with pay to attend a funeral as a mourner.

Bereavement leave may be extended at the discretion of the Executive Director.

2303

Parental Leave - Maternity

(a) Plan A

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (i) An employee must have completed six (6) months' employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (iii) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- (iv) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks.

- (v) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health-related condition.

(b) Plan B

- (i) In order to qualify for Plan B, a pregnant employee must:
- (A) have completed six (6) continuous months of employment with the Employer;
 - (B) submit to the Employer an application in writing for leave under Plan B 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;
 - (C) provide 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) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
- (ii) An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:
- (A) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from maternity leave or at any time during the six (6) months following her return from maternity leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (B) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (C) should she fail to return to work as provided under (A) and/or (B) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

- (iii) An employee who qualifies is entitled to a maternity leave consisting of:
 - (A) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate;
 - (B) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (C) the Employer shall vary the length of maternity leave upon proper certification by the attending physician.
- (iv) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (A) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (B) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (C) all other time as may be provided under Article 2303 shall be on a leave without pay basis.
- (v) An employee may end her maternity leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.
- (vi) Plan B does not apply to temporary employees.
- (vii) A leave of absence under Plan B shall be considered to be an unpaid leave of absence.

2304 Sections 52 through 57.1(2) inclusive and Section 60 of the *Employment Standards Code* respecting maternity leave shall apply.

2305 Two (2) days of leave without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

2306 Seniority Status during Parental Leave

While on parental leave an employee shall retain full employment status and accumulate all benefits under this Collective Agreement except pay and sick leave.

2307 Payment of Employee Benefits during Parental Leave

Arrangements may be made for an employee to pay the hospital, medical, group life insurance and other employee benefits of this agreement.

2308 Procedure Upon Return from Parental Leave

When an employee decides to return to work after parental leave, he/she will provide the Employer with at least three (3) weeks' notice. On return from parental leave, the employee shall be placed in his/her former position.

2309 Education Leave

Upon receipt of two (2) weeks' written notice a leave of absence with pay and without loss of seniority shall be granted to allow employees time to write approved examinations to improve qualifications in the service. The employee may be reimbursed for the cost of approved courses provided the employee can demonstrate that they achieved a passing grade.

Employees who are instructed to attend conferences, seminars, lectures, etc. on their own time shall be granted equivalent time off.

2310 Leaves of Absence for Union Functions

Upon receipt of two (2) weeks' written notice, a leave of absence with pay and benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, or conventions if they have been elected or appointed to represent the Union. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

2311 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits and without loss of seniority during his/her term of office.

- (c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without loss of seniority for a period of one (1) year. Such employee shall receive his/her pay and benefits as provided for in this agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

2401 Payment of Overtime

Overtime payment shall be given to an employee within thirty (30) days of the day on which the overtime occurred.

2402 Pay Periods

Pay periods shall be every second Friday. A deduction sheet shall be included.

2403 Increments

The anniversary date for increments will be the actual date of employment or the date at which the employee is reassigned at a higher level, pursuant to Article 2404.

2404 Higher Rated Classification

When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in his/her new classification which will provide an immediate increase of salary. The date of appointment to the new classification shall become the anniversary date for salary progression.

2405 Previous Experience

The starting salary of a newly hired employee shall recognize previous experience directly applicable to the job description of the position applies for and shall be no less than as outlined in the following table:

<u>Experience</u>	<u>Placement</u>
Less than one (1) year	Level 1
Greater than or equal to one (1) year but less than two	Level 2
Greater than or equal to two (2) years but less than three	Level 3
Greater than or equal to three (3) years	Level 4

ARTICLE 25 - GENERAL CONDITIONS2501 Bulletin Boards

The Employer shall provide bulletin board space which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

2502 Clothing Allowance

Employees shall be entitled to a clothing allowance of fifty dollars (\$50) per calendar year.

ARTICLE 26 - JOB SECURITY2601 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, with the exception of ancillary duties such as cleaning and maintenance.

ARTICLE 27 - PRESENT CONDITIONS2701 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement.

ARTICLE 28 - TERM OF AGREEMENT2801 Duration

This agreement shall be binding and in effect from **July 1, 2020 to June 30, 2022**. This agreement shall continue from year to year thereafter unless either party gives the other party notice in writing, not more than ninety (90) days nor less than thirty (30) days prior to the expiry date of the agreement.

2802 Agreement to Continue in Force

Should the parties fail to conclude a new Collective Agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

2803 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

ARTICLE 29 - PAYMENT OF SALARY

Employees covered by this agreement shall be paid in accordance with Appendix "A".

ARTICLE 30 - POLICY RE: SUSPECTED CHILD ABUSE

3001 Employee shall be informed in writing of the charges.

3002 Employee shall have the right of Union representation if he/she so wishes.

3003 If the employee is suspended while the Employer is conducting an investigation, the suspension will be without pay. If the allegation does not lead to dismissal, the employee will be reimbursed all lost pay.

3004 If after the investigation a period of suspension is deemed warranted as discipline, those days of suspension will be without pay.

3005 If charges are found to be untrue, any mention of the incident will not be included in the personnel file of the employee.

ARTICLE 31 - ASSOCIATION FEES AND BENEFITS

3101 The Employer agrees to share on a 50/50 cost shared basis the cost of benefits to include coverage for:

- Group Life Insurance
- Accidental Death and Dismemberment
- Long Term Disability
- Short Term Disability
- Dental Plan
- Supplementary Health and Major Medical Benefits

3102

Pension Plan

(a) “Plan” means the Multi-Sector Pension Plan.

“Applicable wages” mean the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and
- (v) wellness days.

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

“Eligible employee” means all employees in the bargaining unit.

- (b) Commencing December 1, 2010, each eligible employee shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- (c) 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. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- (d) 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 by Article (d) of the Agreement include:

- (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

- (iv) To be provided annually but no later than December 1:
 - Current complete address listing

- (e) 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 Appendix "A".

ARTICLE 32 - LIABILITY INSURANCE

3201 The Employer shall provide and pay for liability insurance to cover the employee in the case of actions arising out of their required duties.

ARTICLE 33 - LONG SERVICE PAY

3301 All employees covered by this agreement shall receive long service pay for each month of actual service employment as hereinafter set out effective July 1, 2001 as follows:

- (a) Ten dollars (\$10) per month after completion of eight (8) years of service;
- (b) Twelve dollars (\$12) per month after completion of fifteen (15) years of service;
- (c) Fourteen dollars (\$14) per month after completion of twenty-two (22) years of service.

All service payments will be based on full-time status. Part-time employees will be prorated.

Long service pay is payable by the 15th of December of each year.

ARTICLE 34 - PREPARATION TIME

3401 Employees will be provided with planning time based on what is required; such as, mentoring students, completing inclusion program planning or other. Employees need to be accountable for their time. This will not be available to all staff.

Signed at Winnipeg this 9th day of March, 2021.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1543**

**ON BEHALF OF THE EMPLOYER:
FORT ROUGE CO-OPERATIVE
DAY NURSERY INC.**

m. Robichaud

Darren Alford

[Signature]

[Signature]

APPENDIX "A"**Fort Rouge Co-operative Day Nursery Inc.****HOURLY WAGES**

	EFFECTIVE SEPTEMBER 9, 2019					
<i>Classification</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>	<i>Level 5</i>	<i>Level 6</i>
CCA	\$ 11.65	\$ 12.21	\$ 12.73	\$ 13.24	\$13.77	\$ 14.32
CCA IT	14.18	14.61	15.05	15.58	16.52	17.18
ECE	17.27	17.79	18.78	19.81	20.65	21.90
Supervisor/Specialized ECE	20.37	21.18	22.03	22.91	23.84	24.79
Assistant Director	21.22	22.52	24.83	25.13	26.43	27.49

*Level 6 requires a minimum five (5) consecutive years working with FRCDN. Approved medical leaves and parental/maternity leaves will be counted as time worked.

APPENDIX “B”**CHILDREN WITH ADDITIONAL SUPPORT NEEDS**

Fort Rouge Co-op Day Nursery (FRCDN) offers quality child care by providing safe, warm, and nurturing environment that is inclusive for all children. All staff, children, and parents/guardians of FRCDN are expected to show respect to one another, the environment, equipment and all materials.

When a child within the program is recognized as requiring extra supports, the centre will do their due diligence and work in partnership with parents/guardians and outside professionals to develop a program plan for all parties to follow which meets the needs of the child. If the child is attending school (N – Grade 6), the centre will work in partnership with the school division to ensure the programming is consistent in all areas.

If at any time a parent/guardian is unsupportive or uncooperative in working with FRCDN and outside professionals, the Parent/guardian will be provided with three (3) warnings:

- first – verbal warning;
- second – written warning; and
- third – grounds for dismissal from the program.

FRCDN has written policies that address code of conduct, behaviour management and inclusion. A parent policy manual is provided to the parent/guardian upon enrollment. These policies are also available to all employees, and can be found in the employee handbook. FRCDN’s policies are reviewed annually, as per licensing requirements.

APPENDIX “C”

JOB DESCRIPTIONS

At Fort Rouge Co-op Day Nursery, all early childhood educators (ECE’s), plan, organize and implement programs for children between the ages of 18 months - 12 years. Childcare assistants (CCA’s) provide care for children under the guidance of the early childhood educators. Early childhood educators and assistants guide children in activities which stimulate and develop their cognitive, physical, social, and emotional growth and to ensure their safety and well-being.

All employees are responsible for the following:

- Criminal record and child abuse registry checks
- Current First Aid/CPR certificate (renew every three (3) years)
- Twenty-four (24) hours of professional development each year
- Attend monthly staff meetings
- Follow code of ethics, code of conduct and workplace safety guidelines
- Demonstrate and maintain ethical and professional behaviour; work as a TEAM
- Role modelling positive behaviour; through words and actions
- Understanding and following licensing requirements set out by Early Learning and Childcare
- Maintaining child: staff ratios; infant 1:4, preschool 1:8, school age 1:15
- Understanding and following policy guidelines for behaviour management, safety procedures, and health protocols
- Daily communication with parents/guardians; written and oral skills completed in a professional manner, maintaining confidentiality
- Daily communication with all staff; written and oral completed in a professional manner maintaining confidentiality
- Follow centres dress code

All employees are to read the employee manual for further information regarding centre’s policies; inclusion, behaviour management, curriculum framework, suspect of abuse protocol, safety procedures, lockdown and evacuation procedures, infection control guidelines, and early learning and childcare best practices licensing manual.

ASSISTANT DIRECTOR (AD):

The Assistant Director’s primary responsibility is to ensure quality programming, health and safety protocols for an enriched learning environment are being followed by the employees of FRCDN. The Assistant Director will work closely with the Site Supervisor and support in any manner required. AD will report any concerns to the ED.

- Manages the daily schedule; ratios being met, safety and health protocols are being followed
- Motivates and supportive of all staff on the floor
- Support ECE’s and CCA’s to implement programming

- Offers daily feedback to ECE's and CCA's
- Bring forward any concerns from staff to executive director (ED)
- Attends and presents on school age program at staff meetings
- Maintains and organizes children's files
- Completes emergency cards and ensures all emergency binders are up to date
- Completes monthly calendars and newsletters to be sent out to families
- Communication through email, phone, and on the floor
- Role modeling professionalism
- Administration duties as outlined by the ED
- Orientation with new employees

SITE SUPERVISOR:

Site supervisor is to oversee the overall day-day running of the floor.

- Daily staffing and ratios maintained
- Offering support and guidance to ECE's and CCA's
- Contact subs when required
- Supplies; toiletries, paper towels, cleaning and other
- Menu planning
- Grocery list based off menu planning
- Review policies with new and employees and annually with all employees

EARLY CHILDHOOD EDUCATOR (ECE 2 & 3):

ECE's are to oversee CCA's on the floor to ensure they are receiving the support and guidance required for success in the workplace.

- Oversee CCA's on the floor and offer guidance on a continual basis
- Providing programming which is inclusive of all children and follows FRCDN's inclusion policy and curriculum framework
- Provide safe learning environment, continually ensuring there is enough materials and activities which are age and developmentally appropriate.
- Role model behaviour management and positive guidance techniques
- Role model professionalism
- Documentation; accident reports, behaviour charts, observations of the child
- Attendance remains accurate at all times
- Ensure health and safety is maintained in the centre; indoor and outdoor
- Bring any concerns forward to the site supervisor
- Planning time: able to manage time to effectively accomplish tasks set out by site supervisor, AD, and ED.
- Inclusion programming; overseeing children with extra support needs and ensuring proper documentation and follow through is implemented.
- Collaborating with outside professionals to ensure programming for children with additional support needs is being met.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Fort Rouge Co-operative Day Nursery Inc.

RE: FUNDING

Both parties agree that should the Employer receive an increase in funding from any level of government for the specific purpose of wage increases that the Employer will meet with the Union to negotiate wage increases over and above the increases outlined in Appendix "A" of this agreement. Any disagreement arising from this article will be resolved through the arbitration procedure in Article 14.

Signed at Winnipeg this 12th day of March, 2021.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1543**

**ON BEHALF OF THE EMPLOYER:
FORT ROUGE CO-OPERATIVE
DAY NURSERY INC.**

M. Robichaud

Darren Alford

[Signature]

[Signature]

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Fort Rouge Co-operative Day Nursery Inc.

RE: INCREASE IN ACCUMULATED SICK TIME

The parties agree that in the event the Centre is unable to continue providing short term disability for employees, the accumulation rate referenced in Article 2204 shall automatically increase to one hundred and eighty (180) days.

Signed at Winnipeg this 12th day of March, 2021.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1543**

**ON BEHALF OF THE EMPLOYER:
FORT ROUGE CO-OPERATIVE
DAY NURSERY INC.**

M. Robichaud

Darren Alford

[Signature]

[Signature]
