

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 1543

- and -



Children at the Centre

Children at the Centre Inc.

Term of Agreement:
May 1, 2020 to April 30, 2023

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THIS AGREEMENT made this 2nd day of February, 2021.

between:

Canadian Union of Public Employees, Local 1543

(hereinafter called the "Union"),

party of the first part;

- and -

Children at the Centre Inc.

(hereinafter called the "Employer"),

party of the second part.

Now therefore, it is agreed by and between the parties hereto:

PREAMBLE

Now the parties agree to as follows:

1. Achieve a high standard of child care in accordance with the Federal, Provincial and Municipal legislation for preschool children;
2. Achieve harmonious relations between the parties;
3. Achieve an efficient viable child care centre in accordance with the Federal, Provincial and Municipal legislation;
4. Recognize that many parents and child care workers employed at Children at the Centre Inc. depend on the regular, continuous operation of the day care in order to maintain their employment.

ARTICLE 1 - SCOPE OF RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees in classifications included in the Canadian Union of Public Employees, Local 1543 bargaining unit as listed in Schedule "A-1".
- 1.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit with the exception of the day care Director, and casual and grant employees as defined in Article 7.
- 1.03 No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or her representative which may conflict with the terms of this Collective Agreement.

ARTICLE 2 - DURATION

- 2.01 This Agreement shall be in full force and effect from the 1st day of May, **2020** until the 30th day of April, **2023**.
- 2.02 (a) Should either party desire to propose changes to this 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 agreement.
- (b) It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement.
- (c) The Union shall give the Employer fourteen (14) calendar days' notice prior to the employees going out on strike.
- (d) The Employer shall give the Union fourteen (14) calendar days' notice prior to locking out the employees.
- 2.03 This Agreement may be amended during its term by mutual agreement.
- 2.04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike nor withhold his/her labour during the term of this Agreement.
- 2.05 (a) All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties.
- (b) Upon written request of the Union, the Employer shall supply a list of names and last recorded addresses of employees who have terminated between the expiry date of the last agreement and the date of the signing of this Agreement.
- (c) Full-time and part-time employees who have terminated their employment between the expiry date of the last Agreement and the signing date of the new Agreement will, upon making written application within thirty (30) days following the signing of this Agreement, receive retroactively the pay increase for all paid hours worked.
- 2.06 Changes in wages and benefits shall be adjusted retroactively unless otherwise specified.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that it is the sole right of the Employer to exercise its function of management, which shall include, without limiting the generality of the foregoing, the right to:
- (a) direct the work of its employees;
 - (b) hire, promote, demote, and discipline, suspend or discharge for just cause and increase or decrease the working force;
 - (c) assign the jobs, transfer employees from job to job, and designate the place of work;
 - (d) determine the methods, duties, and schedules of work, and to determine job content and classification;
 - (e) determine the number and classification of employees at any work station;
 - (f) make, alter, and enforce rules and regulations;
 - (g) establish standards of volume, level, or quality of work performance.

The Employer agrees to exercise the foregoing rights reasonably, fairly, in good faith, and in a manner consistent with this Agreement as a whole.

- 3.02 In an emergency, which adversely affects the adequate provision of childcare, declared by the Director or someone acting on her behalf, employees are required to perform duties as assigned, notwithstanding any contrary provision in this Agreement. If the Union has reason to question the definition of the declared emergency, they may, not before thirty (30) days nor after sixty (60) days following the declaration, bring forth their concerns and the Employer agrees to discuss the circumstances with a view to determine a precedent for the future.

The Employer agrees not to use this article in a manner that is inconsistent with Section 13(1) of the *Labour Relations Act* of Manitoba.

- 3.03 Compensation for unusual working conditions related to such emergency will be determined by later negotiation and or means of the grievance procedure, if necessary.

ARTICLE 4 - UNION SECURITY

- 4.01 Employees who are members of the Union as of date of signing shall remain members in good standing.

- 4.02 New employees shall, as a condition of employment, become and remain members in good standing in the Union within thirty (30) days of employment.
- 4.03 The Union agrees that any disciplinary action taken by the Union against any of its members shall not affect in any way their employment status.
- 4.04 The Employer agrees to deduct from the pay of each employee in the bargaining unit, whether a member of the Union or not, the current monthly dues.
- 4.05 The Employer will remit to the Union not later than the end of the following month, dues deducted along with a list of employees from whom deductions have been made, including details of all changes from the preceding month's deduction listing.
- 4.06 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the effective date of such change and dues shall not be adjusted more frequently than once in each calendar year.
- 4.07 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.
- 4.08 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slip.
- 4.09 All correspondence between the Employer and the Union arising out of this Agreement or incident hereto shall pass to and from the President of the Board or designate and the President of the Union or designate.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union agrees to provide the Employer with a current list of stewards and officers of the Local and will advise the Employer of any changes which may occur from time to time.
- 5.02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- 5.03 (a) Due to the employment of the members of the Parent Board, meetings to discuss negotiations will not normally take place during regular working hours. Employees will not be entitled to leave of absence or basic pay to attend negotiations as representatives of the Union when these meetings take place outside of regular working hours.

- (b) For the purpose of meeting with the Employer to discuss negotiations, the employees will elect or appoint a bargaining committee consisting of a minimum of three (3) and a maximum of five (5) employees. This number will normally include the steward.
 - (c) For the purpose of meeting with the employees to discuss negotiations, the Board of Children at the Centre Inc. shall elect/appoint a bargaining committee consisting of a minimum of three (3) and a maximum of five (5) Board members.
- 5.04
- (a) Representatives of the Union who are not employees of Children at the Centre Inc. shall, upon request, be given access to the premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
 - (b) The Union may have one (1) steward or representative who will be granted reasonable time without loss of basic pay and benefits to assist in the processing of grievances, subject to operational requirements. Such permission shall not be unreasonably sought or withheld.
- 5.05
- The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. On commencing employment, the Director shall introduce the new employee to her Union steward or representative. The steward or representative will provide her with a copy of the Collective Agreement **and shall be given an opportunity to meet the new employee within regular working hours, without loss of pay, for a maximum of fifteen minutes (15) during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of the Union.**

ARTICLE 6 - NON-DISCRIMINATION

- 6.01 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the Employer or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationship, physical handicap, nor by reason of her membership or non-membership or activity in the Union.
- 6.02 The Employer and the Union agree that no form of sexual 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 sexual harassment shall be treated in strict confidence by both the Employer and the Union.

- 6.03 Grievances under this Article must be submitted in accordance with Article 10. If the Executive Director is the subject of the grievance, the grievance may be referred to the Chairperson of the Board of Directors. The investigation and response will be handled with all possible confidentiality and dispatch.**

ARTICLE 7 - DEFINITIONS

- 7.01 An employee is a person employed by Children at the Centre Inc. and covered by this Agreement.
- 7.02 A full-time employee is one who regularly works the hours specified in Article 18.
- 7.03 A part-time employee is one who regularly works less than full-time hours but not less than seven and three-quarter ($7\frac{3}{4}$) hours per biweekly period.
- 7.04 A casual employee or substitute means an employee who is employed on an irregular and unscheduled basis and who is not covered by this Agreement. No Union dues are required to be deducted or paid by them.
- 7.05 (a) A temporary employee means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event, to a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.
- (b) “Inclusion Specialist” shall be considered a temporary employee, however, wages for these positions will be in accordance with the funds provided by grants from Community Services.
- (c) A temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion. A temporary employee shall have no seniority rights in matters of demotion, layoff, and recall.
- 7.06 A “Summer Student” employee means an employee hired for the summer months, subsidized by government grants, and not covered by this Agreement. No Union dues are required to be deducted or paid by them. No “Summer Student” employees shall fill a permanent position.
- 7.07 A term position shall be for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. Permanent employees shall be allowed to apply for term positions under the terms of the Agreement and shall retain their status for the duration of the term position when they would revert to their former position.

7.08 A probationary employee is:

- (a) a newly hired full-time employee who has not completed one hundred and twenty (120) working days from the date of hiring, or nine hundred and twenty-four (924) working hours from the most recent date of hiring, whichever comes first or
- (b) a newly hired part-time employee who has not completed one hundred (100) working days or six hundred and twenty (620) working hours from the date of hiring, whichever occurs first.

This period may be extended by one (1) additional period of time, which is not greater than the length of the original probationary period if the Employer so requests and the Union agrees.

7.09 Any temporary or term employee who successfully completes the time required for the probationary period in 7.08 (a) and (b) and gains a full-time or part-time position with a break in service of less than eight (8) weeks will be deemed to have completed the required probationary period.

7.10 A trial period is:

- (a) for full-time employees, the eighty (80) working day period immediately following the transfer or promotion of the employee or
- (b) for part-time employees, the one hundred (100) working day period, or six hundred and twenty (620) working hours, immediately following the transfer or promotion of the employee, whichever occurs first.

Where the Employer finds that there is reasonable doubt concerning an employee's performance during the trial period, this period may be extended by one (1) additional period of time which is not greater than the length of the original trial period if the Employer so requests and the Union agrees. The employee will be notified of any such extension and the area of concern.

7.11 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

7.12 The term Employer shall mean the Children at the Centre Inc.

7.13 The term Union shall mean the Canadian Union of Public Employees, Local 1543.

ARTICLE 8 - BULLETIN BOARDS

8.01 Space on the existing bulletin boards shall be provided in the premises at Lennox Bell Lodge.

- 8.02 The Employer reserves the right to request the removal of posted material if considered damaging to the Employer, and the Union agrees to comply with this request.
- 8.03 Bulletin boards shall be relocated if space is required for alterations or new construction.

ARTICLE 9 - JOB CLASSIFICATION

- 9.01 (a) The Employer and the Union agree that the classification of Child Care Worker is subject to the approval and recognition by the Manitoba Child Day Care Program, Department of Community Services.
- (b) The Employer and the Union agree that all employees of Children at the Centre Inc. shall possess the required qualifications according to the classifications of Child Care Assistant, Early Childhood Educator II and III as specified in the Manitoba *Community Child Care Standards Act* and its Regulations.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 10.02 Due to the employment of the members of the Parent Board, meetings to discuss a grievance at the level of the Parent Board will not normally take place in regular working hours. Employees will not be entitled to leave of absence or basic pay to attend such meetings if that meeting takes place outside working hours.
- 10.03 Within twenty-one (21) **working** days after the cause of a grievance occurs, the grievant shall attempt to resolve the dispute with the Director. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within fourteen (14) **working** days of return.
- 10.04 If the grievance is submitted but not resolved within the foregoing time period the grievant and/or shop steward may within the ensuing ten (10) **working** days, submit the grievance in writing to the Board of the Centre, stating all allegations and remedies sought.
- 10.05 The Board shall present a written decision to the Union within ten (10) **working** days after receiving the grievance. If the dispute is not resolved by this decision, the Union or the Employer may, within (15) **working** days, apply for the assistance of a grievance mediator. **Each party shall pay one-half (½) the fees and expenses of the mediator.**

- 10.06 If the grievance is not settled with the assistance of a grievance mediator within twenty-one (21) **working** days after the application for the assistance of a grievance mediator has been made, the Union or the Employer may refer the matter to arbitration by serving written notice to the other party of its intention within ten (10) **working** days thereafter.
- 10.07 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.
- 10.08 A grievance arising from a dismissal may be initiated at the Board level.
- 10.09 The shop steward will not leave her work during working hours except to perform her duties under this Agreement and shall not leave without the permission of the Director or designate; the steward shall normally give the Director one (1) day advance notice of any intended absence for the purpose of performing Union duties. Under certain circumstances permission may be given within one (1) hour if the child/staff ratios on that day are such as to permit the steward to leave her work without creating a violation of the Manitoba *Community Child Day Care Standards Act*.
- 10.10 An employee may choose to be accompanied by a Local Union representative at any stage of the grievance procedure.

ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01 Failing a satisfactory settlement being reached in Article 10, either party may refer the dispute to arbitration within ten (10) calendar days by giving notice to the other party in writing.
- 11.02 **The Employer and the Union shall mutually agree to the use of a single Arbitrator instead of an Arbitration Board. The arbitrator shall be selected from the list set forth below on a rotating basis:**
- Mr. Blair Graham**
Ms. Kristin Gibson
Mr. Keith LaBossiere
- 11.03 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 11.04 The **Arbitrator** shall determine its own procedures but shall provide full opportunity to all parties present to present evidence and make representations. The **Arbitrator** shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) **working** days from the time it holds its final meeting.

11.05 The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.

11.06 Disagreement on Decision

Should the parties disagree as to the meaning of the decision of the sole arbitrator, either party may apply within **ten (10) working** days to clarify the decision.

11.07 Expenses of the Arbitrator

Each party shall pay one-half (½) the fees and expenses of the sole arbitrator.

11.08 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

11.09 The time limits in both the grievance and arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 12 - SENIORITY

12.01 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 shall be the determining factor in matters of promotion, demotion, transfer, layoff, and recall provided the employee has the ability, knowledge, qualifications, training and educational requirements for the job and a good employment record. This applies to all vacancies within the bargaining unit.

12.03 The length of seniority will determine the benefit entitlement in any one year. Actual entitlement of benefits such as vacation and income protection is based strictly on paid hours including any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leaves of absence up to eight (8) weeks (in the event that the unpaid leave is in excess of eight (8) weeks, accrual of benefits will cease effective back to the commencement of such leave);
- (d) Workers' Compensation up to one (1) year in that appropriate time period.

12.04 Seniority will terminate if an employee:

- (a) resigns;

- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another employer or where the laid off employee fails to report due to illness as verified by a qualified physician;
- (d) is laid off for more than twenty-four (24) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, or vacation, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

12.05 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to eight (8) consecutive weeks;
- (e) is on any period of Workers' Compensation;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on any period of maternity or parental leave;
- (h) is on any period of short term disability.

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

- (a) is on unpaid leave of absence in excess of eight (8) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than twenty-four (24) months;
- (d) is on the trial period in an out-of-scope position.

- 12.07 The Employer agrees to maintain **an up-to-date** seniority list of employees in the bargaining unit. An up-to-date seniority list **containing member's contact information** shall be sent to the Union Representative **in January and June of each year.**
- 12.08 A temporary employee shall have seniority rights as follows:
- (a) A temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the ability, knowledge, qualifications, training, and educational requirements for the job and a good employment record in accordance with Article 12.02. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee's hiring.
 - (b) A temporary employee shall not be eligible for transfer during her probationary period.
 - (c) A temporary employee shall have no seniority rights in matters of demotion, layoff, and recall.
 - (d) No employee shall be laid off or re-employed for the purpose of extending the period of temporary employment. Should a temporary employee become permanent or be re-employed as a temporary employee in her former position with a break in service of less than eight (8) weeks, her service will be connected for seniority purposes, providing the employee has not voluntarily resigned.
- 12.09 Promotions and Transfers
- (a) All promotions and voluntary transfers are subject to the trial period as outlined in Article 7.09.
 - (b) Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period.
 - (c) During the trial period, if the applicant proves to be unsatisfactory in the new position or if she wishes to revert voluntarily to her former classification, she shall be returned to her former classification without loss of seniority.
- 12.10 Upon promotion, an employee shall receive a salary applicable to her new classification which provides an increase above her former salary.
- 12.11 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment level of the classification.

- 12.12 All vacant positions which fall within the bargaining unit shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, hours of work and wage rate.
- 12.13 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position which falls within the scope of the agreement will be sent to the Secretary of the Union where there are internal applicants.
- 12.14 Employees shall not be eligible to apply for transfer during their probationary period.

ARTICLE 13 - INCOME PROTECTION

- 13.01 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment or because of an accident or illness for which compensation is not payable under the *Workers' Compensation Act* shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits. Appointments for these examinations or treatments should be made whenever possible outside of working hours.

This clause is subject to the following conditions:

- (a) Whenever possible, reasonable notice for medical, dental or chiropractic examinations or treatment will be (7) days, except in cases of emergency and/or depending on the ability to arrange for appointments with lesser notice.
 - (b) As soon as an employee is aware of a date on which hospitalization will occur, she shall notify the Employer forthwith of this date and any changes thereto.
 - (c) An employee who will be absent from scheduled work due to illness as stated in 13.01, first paragraph, except as covered under (a) and (b) above, must notify her supervisor at least one (1) hour prior to the starting time of her scheduled shift. More notice may be required depending on the shift to be covered and the staffing required for same.
- 13.02
- (a) Full-time employees shall accumulate income protection credits at a rate of one and one-quarter (1¼) days per month with a maximum of seventy-five (75) days.
 - (b) Probationary employees shall not be entitled to paid income protection during their probation period. After completion of the probationary period, income protection credits shall be effective from the original date of employment.

- 13.03 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 13.04 Part-time employees shall accumulate income protection credits on a pro rata basis.
- 13.05 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to normal duties or to determine the approximate length of illness or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Centre will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Centre to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 13.06 All paid income protection will be deducted from accumulated credits to the nearest quarter ($\frac{1}{4}$) hour.
- 13.07 An employee, other than probationary, who is eligible for short-term disability shall be placed on short-term disability in accordance with Article 13.
- 13.08 Upon written request the Employer shall provide the employee in writing of the amount of her accrued income protection.
- 13.09 Family Leave
- An employee shall be entitled to use accumulated sick credits, for the purpose of providing for the needs during illness of a spouse, dependent child, parent, or person who has the employee as the primary caregiver. An employee may apply to use up to twenty (20) days income protection per calendar year for the above stated purpose.
- For the purposes of this Article, the primary caregiver is the person who has been designated responsible for providing for care in the employees' home for a terminally or chronically ill person with whom the person has a relationship.

ARTICLE 14 - WORKERS' COMPENSATION

- 14.01 When an employee is in receipt of Workers' Compensation benefits, the employee is also eligible for disability benefits in accordance with Article 13.
- 14.02 An employee who is on Workers' Compensation for up to one (1) year will be returned to her former position at her same salary level, provided the position is still current and the employee is capable of performing the required function. A medical certificate would be required.

- 14.03 The employee shall notify the Employer that she will be absent on compensation and will include the approximate time. She will also be responsible to notify the Employer every month to update the Employer regarding the status of that leave.

ARTICLE 15 - ANNUAL VACATION

- 15.01 Every employee hired before May 1st will be granted vacation at basic rate of pay during the ensuing vacation year which extends from May 1st to April 30th.

- 15.02 A full-time employee who has completed less than one (1) year's continuous employment as of May 1 will be granted vacation based on a percentage of regular hours worked according to the following formula:

$$\frac{\text{Regular Hours Worked}}{\text{Full-time Regular Hours}} \quad \times \quad \text{Entitlement of a Full-time Employee}$$

Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employees may, on request, also receive sufficient leave of absence to complete any partial week of vacation.

- 15.03 An employee who has completed one (1) year's continuous employment as of May 1st will be granted fifteen (15) working days (three [3] weeks) at her basic rate of pay.

- 15.04 An employee who will have completed four (4) or more years of continuous employment as of May 1st will be granted four (4) weeks' vacation at her basic rate of pay, during the ensuing vacation year.

- 15.05 An employee who will have completed ten (10) or more years of continuous employment as of May 1st will be granted five (5) weeks' vacation at her basic rate of pay during the ensuing vacation year.

- 15.06 An employee who will have completed eighteen (18) years of continuous employment as of May 1st will be granted six (6) weeks' vacation at her basic rate of pay during the ensuing vacation year.

- 15:07 An employee who will have completed twenty-five (25) years of continuous employment as of May 1st will be granted seven (7) weeks' vacation at her basic rate of pay during the ensuing vacation year.**

- 15.08 Vacation entitlement in the year of the fourth (4th), tenth (10th), eighteenth (18th) **and twenty-fifth (25th)** anniversary will be established on a pro rata basis for those employees whose anniversary occurs after May 1st.

15.09 An employee who is in their eighth (8th) year of employment or sixteenth (16th) year of employment as of May 1st will be granted an additional week of vacation for that vacation year only.

15.10 Part-time employees are entitled to vacation on the same basis except that their vacation pay will be calculated as follows to be negotiated according to current rates.

10 days per year	3.840% of regular paid hours
15 days per year	5.769% of regular paid hours
20 days per year	7.692% of regular paid hours
25 days per year	9.615% of regular paid hours
30 days per year	11.539% of regular paid hours
35 days per year	13.495% of regular paid hours

Note: Paid hours include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.

Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

15.11 Upon termination of employment, an employee shall be entitled to pay in lieu of all accrued vacation.

15.12 The Employer will post vacation entitlement lists not later than February 1st of each year and allow employees to express their preference as to dates until March 1st.

15.13 The Employer will post an approved vacation schedule not later than April 1, in accordance with seniority, and such vacation shall not be changed unless mutually agreed by the employee and the Employer.

An employee who fails to indicate her preference during this thirty (30) day period shall not be allowed to exercise her seniority rights in the choice of her vacation time over those employees who have complied with time limits.

15.14 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

15.15 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

15.16 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.

15.17 Where an employee qualifies for sick leave involving hospitalization or is required to be on jury duty during her period of vacation, there shall be no deduction from vacation credits for such absence. The Employer may require proof of such hospitalization.

15.18 Except where a permanent employee is filling a term position, a term employee may receive holiday pay (4% of wages) or holiday time off (employee's choice), at the end of her term. Term employees will accrue vacation time at the annual rate of four percent (4%) of time worked (two [2] weeks per twelve [12] month period).

Such employees shall be required to notify the Employer in writing if they wish to receive holiday time off instead of holiday pay. This must be done at the start of the term position.

ARTICLE 16 - GENERAL HOLIDAYS

16.01 (a) The following are recognized as general holidays for the purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

- | | |
|----------------------------|-----------------------------|
| New Year's Day (January 1) | Terry Fox Day |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day (December 25) |
| Canada Day | Boxing Day |

and any other day proclaimed as a holiday by federal or provincial authorities.

(b) Employees with less than five (5) years of service will be allowed three (3) float holidays per twelve (12) month period. Employees with five (5) years to eight (8) years of service will be allowed to take four (4) float holidays. Employees with nine (9) to eleven (11) years of service will be allowed to take five (5) float holidays. Employees with twelve (12) years or more of service will be allowed to take six (6) float holidays (effective date of ratification) at a mutually agreeable time and when substitute staff is not required.

Room Leader - Shall receive an additional two (2) float days per year.
 Supervisor - Shall receive an additional three (3) float days per year.

Employees with less than one (1) year of service will be entitled to their float holidays on a prorated basis with the understanding that while on probation employees will accrue float holidays as per this clause but would not take them during their probationary period.

- 16.02 The Employer agrees to an early closing of twelve o'clock on both December 24th and December 31st. Employees normally scheduled to work during this time will receive their basic wage rate for these hours. The Employer agrees to schedule employees to equalize paid time off on those two (2) days.
- 16.03 An employee working full-time hours and required to work on a general holiday will be paid time and one-half for all hours worked and will be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached to allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 16.04 If a general holiday falls on the regular day off of an employee working full-time hours or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday an additional day's pay at the basic rate shall be granted in lieu.
- 16.05 Part-time employees' pay for a general holiday will be the average daily earnings, exclusive of overtime, for the days worked in the twenty (20) working days preceding the general holiday.
- 16.06 If a general holiday falls on a day on which an employee who works full-time hours is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits.
- However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice whenever possible. Such requests shall not be unreasonably withheld.
- Except for medical or emergent problems, the Employer will not generally consider leave of absence requests for employees with less than one (1) year's continuous employment, except as provided in Article 17.03 (maternity/parental leave).
- 17.02 (a) An employee who is granted a leave of absence for twelve (12) weeks or less will be returned to her former position, at her same salary level.

- (b) An employee who is granted a leave of absence between twelve (12) and twenty-eight (28) weeks will be returned to her former classification at her same salary level.
- (c) An employee who is granted a leave of absence for a period of over twenty-eight (28) weeks, unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on her return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence.

17.03

Maternity/Parental Leave

Leave without pay will be granted in the following situations:

- (a) Maternity leave of up to seventeen (17) weeks (seventeen [17] weeks and thirty-seven [37] weeks **in the case of standard parental leave or sixty-three [63] weeks in the case of extended parental leave**).
- (b) Parental leave of up **sixty-three [63] weeks** in the case of an adoptive parent or birth father is subject to the following conditions:
 - (i) an employee must have completed six (6) months' continuous employment as of the intended date of the leave unless otherwise agreed by the Employer;
 - (ii) in the case of maternity/parental leave, a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave indicating the length of time requested. A written reply shall be given to the employee within four (4) weeks of the request;
 - (iii) in the case of adoptive parent leave, an employee may commence such leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings;
 - (iv) in the case of a parental leave for an employee who becomes a birth father, he shall provide four (4) weeks' notice of the intended start date of the leave.

(c) Ending Leave Early

An employee may end his or her maternity/parental leave earlier than the date set out in 17.03 (b) (ii) by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wishes to end the leave.

Note: It is understood that the above length of leaves for maternity/ parental leave may or may not correspond with the amount of benefits available to employees from Employment Insurance.

17.04 If requested by the employee, additional unpaid leave of absence up to fifty-two (52) weeks may be granted at the discretion of the Employer. If such leave is granted, the additional time shall be paid from the employee's annual vacation entitlement before the further unpaid leave of absence is taken.

17.05 An employee may choose to receive up to five (5) days' payment of normal weekly salary from accumulated sick leave credits before or after the fifteen (15) weeks of absence for maternity covered by employment insurance.

An employee who is the birth **or adoptive father** may choose to receive up to five (5) days payment of normal weekly salary from sick leave credits immediately after the birth **or adoption** of his child.

Income protection that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and days earned in excess of twelve (12) days per year of employment thereafter.

17.06 If an employee wishes to return to work after maternity leave, she shall notify the Employer in writing at least four (4) weeks in advance of her date of return.

On return from maternity leave, the employee shall be placed in her former classification at the same salary level. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 17.02 (c) above will apply.

17.07 Bereavement Leave

Unless other arrangements have been made, an employee shall be granted seven (7) regularly scheduled consecutive work days' leave without loss of pay and benefits immediately following the death of a spouse, common-law spouse, parent, sibling, grandparent, child or grandchild and five (5) consecutive work days without loss of pay and benefits immediately following the death of mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, former guardian, aunts, uncles, nieces, nephews, fiancée and any other relative who has been residing in the same household. Where the burial occurs outside of the province, such leave shall also include reasonable travelling time not to exceed an additional two (2) days.

- 17.08 Necessary time off up to one (1) day at basic pay may be granted an employee to attend a funeral as a pallbearer or mourner. Such leave will not be unreasonably withheld.
- 17.09 An employee required to serve as a juror or witness in any court of law shall receive leave of absence at her basic rate of pay and remit to the Centre any payment received except reimbursement of expenses, and shall be returned to her former position at her same salary level.
- 17.10 Employees granted leave of absence without pay shall prepay all monthly payroll deductions which will become due during such absence.
- 17.11 Employees shall be allowed **three (3) hours off with pay to take the citizenship test and shall be allowed the necessary time off with pay to attend a citizenship ceremony to become a Canadian citizen.**
- 17.12 Upon three (3) weeks' prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence with pay provided that leaves of absence for Union business during July and August are compatible with the vacation schedule of all other employees. The Employer will continue to pay the employee subject to total recovery of payroll and related costs from the Union.
- 17.13 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request during her term of office. Such employee may receive her pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.
- 17.14 The Employer recognizes the right of an employee to participate in public affairs, and should an employee require a leave of absence for same, the Employer agrees to negotiate such an unpaid leave for a mutually agreed upon time, without loss of seniority to that employee.
- 17.15 The Employer recognizes that the employee may require time off from her duties in order to participate in upgrading and training courses according to requirements specified in the Manitoba *Community Child Care Standards Act*. The Employer agrees to negotiate with the employee such time off without loss of seniority, but with or without a loss of benefits or pay. Each case will be negotiated on an individual basis.

17.16 An employee taking a course, workshop or attending a professional conference outside of working hours, shall apply in writing to the Chairperson of the Board prior to taking the course, workshop, or professional conference to confirm course relevancy to her employment. The Chairperson will reply in writing. Upon successful completion or attendance at a workshop or conference the Employer will reimburse the employee for fifty percent (50%) of the cost of fees to a limit of two hundred dollars (\$200) if funding available.

The employee or Employer may apply for reimbursement of a fee from the Provincial Day Care Office if such reimbursement is available and applicable.

17.17 An employee shall be entitled to two (2) leaves of absence per calendar year of three (3) hours on each occasion for personal business. The scheduling of the leave shall be by mutual agreement but leave shall not be denied without reasonable cause.

17.18 Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued, or
 - (B) if the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) the family member requires the care or support of one or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this Article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue while on a leave under this Article.
- (h) An employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 17.07 and 17.08.

17.19

Domestic Violence

- (a) An employee who has been employed by the Employer for at least ninety (90) days, and who is the victim of domestic violence as referred to in the *Employment Standards Code* is entitled to both the following periods of domestic violence leave in each fifty-two (52) week period:
 - (i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
 - (ii) leave of up to seventeen (17) weeks to be taken in one (1) continuous period.
- (b) Domestic violence leave may be taken for one (1) or more of the following purposes:

- (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
 - (ii) to obtain services from a victim services organization;
 - (iii) to obtain psychological or other professional counselling;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - (vi) any other purpose prescribed in the *Employment Standards Code* or Regulations.
- (c) The first five (5) days of leave taken in a calendar year shall be paid. The remainder of any such leave (leave in excess of five [5] days in a calendar year) shall be unpaid.
 - (d) Leave under this section shall be taken in full days only.
 - (e) An employee who wishes to take a leave under this section must give the Employer as much notice as is reasonable and practicable in the circumstances.
 - (f) Unless the employee and Employer agree otherwise, an employee may end a leave under this section earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave.
 - (g) An employee who takes a leave under this section must provide the Employer with reasonable verification of the necessity of the leave.

ARTICLE 18 - HOURS OF WORK

18.01 Regular paid hours of work for all full-time employees are:

- (a) seven point six (7.6) hours per day - Monday to Friday;
- (b) an average of seventy-six (76) hours per biweekly period;
- (c) one thousand nine hundred and seventy-six (1,976) hours per year;
- (d) Monday to Friday, exclusive of holidays as outlined in Article 16;

- (e) employees shall be granted a preference of shifts based on seniority providing it does not interfere with the normal function of the daycare.

18.02 Regular hours of work shall be deemed to:

- (a) include a rest period of twenty (20) minutes away from the work area to be scheduled by the Employer, during each continuous three (3) hour period of duty, and
- (b) exclude a meal period of sixty (60) minutes' duration to be scheduled by the Employer, during each regular working day.

18.03 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Employer and the Union.

18.04 Shift Schedules

Shift schedules for each employee shall be posted in an appropriate place at least two (2) weeks in advance. Shifts may be exchanged between staff members by mutual agreement provided it is approved by the room Supervisor.

18.05 An employee reporting for work as scheduled but finding no work available shall be paid three (3) hours at her basic rate of pay. However, when such employee works for any portion of her shift, she shall receive pay for that entire shift. An employee may be required to perform other work for which she is qualified.

ARTICLE 19 - OVERTIME

19.01 Overtime shall be time worked in excess of the daily and biweekly hours of work as specified in Article 18. The Employer agrees that all overtime worked be paid at one and one-half times (1½ x) the basic rate or shall be banked time at one hundred and fifty percent (150%) of the overtime hours worked to be taken in lieu of overtime pay. Time in lieu will be used at a time of the employee's choosing provided seven (7) working days' notice has been given to the Director. In situations where substitute staffing is not required, notice is not required.

Overtime to include late pick-up, over-ratio, and lunches. Coffee breaks to be paid at straight time rates.

If arrangements have not been made to take the accumulated time off prior to the expiry of three (3) months, payment will be made for such time at the overtime rate.

ARTICLE 20 - SHIFT PREMIUM

To be negotiated if required.

ARTICLE 21 - TRANSPORTATION ALLOWANCE

To be negotiated if required.

ARTICLE 22 - SALARIES AND INCREMENTS

- 22.01 Employees shall be paid in accordance with the Schedule "A" attached to and forming part of this Agreement.
- 22.02 Employees shall be paid every two (2) weeks.
- 22.03 Basic rate, pay or salary shall mean the amount indicated in the schedules contained in Schedule "A".
- 22.04 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Director two (2) weeks in advance.
- 22.05 Increments for full-time and part-time employees shall be due on the anniversary date of the employee's date of employment with Children at the Centre Inc.

ARTICLE 23 - TEMPORARY ASSIGNMENT OF DUTY

- 23.01 When an employee is assigned to a higher paid position for more than two (2) consecutive working days, on the third (3rd) consecutive day the employee shall receive the next highest wage rate of the position to which assigned retroactive to the first (1st) day of work in the assigned position.

When employee is temporarily assigned to the position of Director for a period for more than two (2) consecutive working days, on the third (3rd) consecutive day, that employee shall receive a wage adjustment of one dollar and fifty cents (\$1.50) per hour over the assigned employee's current rate of pay, retroactive to the first day of work in the Director's position.

It is understood that employees must be assigned to the positions outlined above either by the Director or the Board of Directors. It is further understood that should employees advise that an assignment should be made the Director or Board of Directors will take this into consideration. Joint discussion shall take place between the Employer and the Union to determine guidelines as to when appointments should be made if the employees feel that appointments are not being done in a reasonable manner.

- 23.02 No employee will be temporarily assigned to a vacant position for more than three (3) months. If after three (3) months the position is still to be filled on a temporary basis, a temporary appointment will be made.

ARTICLE 24 - LAYOFF AND RECALL

- 24.01 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 24.02 In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such notice as follows:
- (a) two (2) weeks' notice for layoff up to eight (8) weeks;
 - (b) four (4) weeks' notice for layoff of more than eight (8) weeks.
- 24.03 If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority.
- 24.04 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the ability, knowledge, qualifications, training, and educational requirements sufficient to perform the required duties.
- 24.05 When reducing staff, senior employees shall be retained providing they possess the ability, knowledge, qualifications, training, and educational requirements sufficient to perform the required duties.
- 24.06 The employees laid off in accordance with Article 24.01 shall be recalled to work in order of seniority in positions for which they possess the ability, knowledge, qualifications, training and educational requirements sufficient to perform the required duties.
- 24.07 To be eligible for recall employees must file their names and current addresses with the Employer at the time of layoff, and must communicate with the Employer within seven (7) days of notice of recall being mailed by registered mail by the Employer. Such employee must provide the Employer with any change of address or information that would prevent her from receiving a notice of recall. The employee must be prepared to begin work at a time designated by the Employer.

ARTICLE 25 - TERMINATIONS

- 25.01 An employee may terminate her employment with the Employer by giving two (2) weeks' written notice, exclusive of vacation.

- 25.02 An employee who fails to report for work as scheduled and who does not contact the Employer within forty-eight (48) hours shall be deemed to have resigned voluntarily unless an explanation satisfactory to the Employer is submitted in writing within seven (7) days.
- 25.03 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee, or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure.
- 25.04 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.
- 25.05 The Employer will make available within seven (7) days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 26 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 26.01 Each employee shall observe standards of behaviour consistent with her function and in compliance with the terms of this Agreement and the Director and supervisors shall be responsible for the conduct of employees. Where an employee fails to meet the required standards, she shall be subject to discipline or dismissal.
- Employees shall only be disciplined under this agreement for just cause.
- 26.02 (a) When an employee conducts herself in a manner contrary to the regulations or fails to meet the conditions indicated above, the Director or Supervisor may reprimand her orally and/or subsequently in writing.
- The Director may suspend either immediately or within a reasonable period thereafter, and may recommend for discharge any employee. Where a written disciplinary action has taken place, the Director shall make a report, in writing, and forward a copy of same to the Union and the Board of Directors immediately.
- (b) Where an employee is suspected of child abuse, the employee shall be informed in writing of the charges. Should the Employer determine that a suspension is necessary while the Employer conducts an investigation, such suspension shall be with pay. Upon completion of the Employer's investigation, should the Employer determine that a period of suspension is warranted, those days of suspension shall be without pay. Where the suspected child abuse is found to be untrue, no mention of the charges or investigation will be included in the personnel file of the employee.

- 26.03 An employee who considers herself to have been wrongfully discharged, suspended, or disciplined shall be entitled to submit a grievance as outlined under Article 10 - Grievance Procedure.
- 26.04 An employee may request the assistance of a Union Steward or Representative at any time during exchange with her Supervisor or Director or Board of Directors.
- 26.05 Upon written request and at a mutually agreeable time an employee shall be given the opportunity to examine any document which is placed in 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 her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense. A representative of the Employer shall be present.
- 26.06 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any specific entry in her personnel file. The Employer agrees not to introduce as evidence any such specific entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 26.07 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 27 - TECHNOLOGICAL CHANGE

- 27.01 Technological change shall mean the introduction by the Employer into the workplace of equipment or material of a different nature or kind than that previously used by the employee in the performance of her job. The Employer agrees to immediately contact the Union should the above apply and negotiate appropriate means to assist employees affected by the technological change.

ARTICLE 28 - GROUP BENEFITS

- 28.01 The Employer agrees to offer the Manitoba Child Care Association Benefit Plan to all eligible employees, the premiums to be cost-shared on a 50/50 basis. The MCCA Plan includes the following:
- Group Life Insurance
 - Accidental Death and Dismemberment
 - Employee Weekly Income Benefit
 - Employee Long Term Disability
 - Extended Health Care
 - Dental

28.02 Employees shall not be entitled to the benefits of the MCCA benefit package until they have successfully completed the probationary period.

ARTICLE 29 - PRERETIREMENT LEAVE

To be negotiated if required.

ARTICLE 30 - PART-TIME EMPLOYEES

30.01 All part-time employees shall receive the wage rates and applicable benefits on a pro rata basis according to their paid hours of work, except as provided for in Article 22.05.

30.02 Part-time employees who have indicated in writing that they are willing to work additional hours shall have preference to any additional hours of work caused from absenteeism, sickness, or unpaid leave of absence within their usual supervisory unit.

30.03 Part-time employees shall be entitled to bereavement leave as per Article 17.07 on a prorated basis according to their paid hours of work; such leave shall be utilized within seven (7) calendar days.

ARTICLE 31 - CHANGES IN CLASSIFICATION

31.01 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications fall within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.

31.02 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.

31.03 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

31.04 Failing agreement, the matter may be referred to arbitration in accordance with the Collective Agreement.

31.05 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.

- 31.06 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification if she feels that the duties of the job have substantially changed from those of the classification job description.
- 31.07 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 31.08 If the decision given in 31.07 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in the Collective Agreement.
- 31.09 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 32 - MERIT INCREASES

- 32.01 An employee shall be moved one (1) increment level laterally on the salary scale on her anniversary date of employment if her performance is considered satisfactory.
- An employee who improves her qualifications, where her work performance is satisfactory, shall move to the appropriate new level. In no case shall an employee who has been assigned to a new level be paid a wage less than the employee received prior to being assigned to the new level.
- 32.02 Should an employee not be granted a merit increase as referred to in Article 32.01, the Employer shall provide reasons. A review date shall be set for three (3) months from the date of the anniversary, at which time the employee's work performance will be re-evaluated. If a merit increase is still withheld after this re-evaluation, the employee shall have the right to resort to the grievance procedure. The merit increase shall become effective as of the next pay period following the pay period in which the anniversary date falls.
- 32.03 The Employer agrees not to use this Article in an unfair or unreasonable manner.

ARTICLE 33 - FIRST AID/CPR TRAINING

- 33.01 The Employer agrees to pay all costs on behalf of the employees who are required to take these courses.
- 33.02 Effective May 1, 2003, First Aid and CPR courses will be taken during the employee(s) regular scheduled workday without suffering any loss of pay.

ARTICLE 34 - REGISTERED RETIREMENT SAVINGS PLAN

34.01 Employer contributions will match employee contributions up to the maximums set out below, if the employee has completed:

The Centre will contribute:

One (1) year of service	3.5 % of gross salary
Three (3) years of service	3.5% of gross salary
Five (5) years of service	3.5% of gross salary
Seven (7) years of service	3.5% of gross salary

- (a) Employee contributions are voluntary.
- (b) Permanent employees may participate in the plan any time after the completion of one (1) year of service.
- (c) Biweekly payments will be deducted from employees' paycheque (26 paycheque deductions per year).
- (d) Years of service are based on the employee's anniversary date.
- (e) Employees are responsible for mandatory deductions, i.e., C.P.P., E.I. (the Employer's contribution is an insurable benefit so the employee pays C.P.P. and E.I. on that contribution).
- (f) All transactions (enrolment, withdrawals etc.) must be handled through the Employer.
- (g) If the Employer encounters financial difficulties, the Employer reserves the right to limit or suspend Employer contributions until the financial situation of the Employer has been rectified.
- (h) Upon termination the employee is entitled to both the employee and the Employer contributions.

Employees will compile a list of possible plan carriers and decide which one is the best. This will be done as soon as possible after date of signing this Agreement.

ARTICLE 35 - CLOTHING ALLOWANCE

35.01 An employee may submit a request for a clothing allowance for personal clothing damage, which occurred while carrying out work duties. A receipt must accompany this request to a maximum amount of **one-hundred dollars (\$100.00)** per employee once in a two (2) year period.

ARTICLE 36 - MANITOBA CHILD CARE ASSOCIATION (MCCA) FEES

36.01 The Employer agrees to pay on behalf of the employee, one hundred percent (100%) of the costs of MCCA dues/fees.

ARTICLE 37 - LONG SERVICE PAY

37.01 Effective July 1, 2003, the Employer agrees to pay the following over and above employees' current hourly rate:

- further twenty-five cents (25¢) after ten (10) years of service;
- further twenty-five cents (25¢) after fifteen (15) years of service;
- further twenty-five cents (25¢) after twenty (20) years of service;
- further twenty-five cents (25¢) after twenty-five (25) years of service.

ARTICLE 38 - COMPENSATION FOR RUNNING ERRANDS

38.01 Compensation for running errands for the day care while on personal time, at straight time. For example; picking up program supplies and general supplies for the day care. To be negotiated in advance.

ARTICLE 39 - MENTAL HEALTH DAYS

- 39.01
- (a) The Employer agrees to provide three (3) mental health days off with pay a year as long as the employee has five hundred (500) sick hours banked. This time will be deducted from the employee's sick bank hours.
 - (b) These days must be taken within five (5) days of request and must be mutually agreed to by the Employer and the Employee.

ARTICLE 40 - POLICY REVIEW COMMITTEE

40.01 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.

Signed at Winnipeg this 2nd day of February, 2021.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1543:**

Jodie Carleton

Elyse Papoff

Jason Barchese

Pauline

**FOR CHILDREN AT THE
CENTRE INC.:**

[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE "A"**Children at the Centre Inc.**

<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>	<i>Level 7</i>
Effective May 1, 2019 – 1.5% Increase							
CCA	\$ 13.710	\$ 13.978	\$ 14.261	\$ 14.520	\$ 14.791	\$ 15.062	\$15.333
ECE II	19.519	19.814	20.103	20.396	20.691	20.986	21.277
ECE III	20.433	20.721.	21.016	21.315	21.613	21.914	22.213
Supervisor**	23.879	24.166	24.461	24.760	25.058	25.359	25.658

Special Adjustment

- (1) Room Leader premium to be increased by 50¢ per hour to \$1.25 over regular wages to compensate for additional job duties, effective July 1, 2009.
- (2) **Supervisor pay scale will be maintained at \$3.00 per hour higher than the ECE III pay scale. The current ECE III pay scale will not be reduced as a result of this proposal. Effective July 1, 2009.

A one-time signing bonus of two and one-half percent (2.5%), based on all hours worked in a period of one (1) year. The bonus will be based on the employee's current wages and shall be paid to employees who are still on staff as of the date of ratification.

There will be a wage reopener clause for the 2nd and 3rd year.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Children at the Centre Inc.

RE: JOB SHARING

The parties agree that during the term of this Collective Agreement staff may have the option of job sharing subject to the approval of the Board of Directors.

Signed at Winnipeg this 2nd day of February, 2021.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1543:**

Dodie Carleton

Elyse Papoff

Jason Barchess

Gavin

**FOR CHILDREN AT THE
CENTRE INC.:**

[Signature]

[Signature]

[Signature]

[Signature]