

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*

Local 1543

- and -

Transcona Jaycees Day Care Centre Inc.

Term of Agreement:
January 1, 2021 to December 31, 2022

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This Agreement made this _____ day of _____, 2021.

between

Canadian Union of Public Employees, Local 1543
(hereinafter referred to as the "Union"),

of the first part;

and

Transcona Jaycees Day Care Centre Inc.
(hereinafter referred to as the "Employer"),

of the second part.

PREAMBLE

Whereas it is the desire of both parties to this Agreement:

1. to maintain harmonious relations and settled conditions of employment between the Employer and the Union.
2. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. to encourage efficiency in operation.
4. to promote the morale, well-being and security of all employees in the bargaining unit of the Union; and
5. to maintain a high standard of care for pre-school children.

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 1 - DEFINITIONS

- 1.01 "Employee" means a person who is employed by Transcona Jaycees Day Care Centre Inc. within the scope of this Agreement.
- 1.02 "Casual Employee" means an employee who is employed on a casual and unscheduled basis. A casual employee is not covered by this Agreement.

- 1.03 "Full-time Employee" means an employee who regularly works the full prescribed hours of work per week as per Article 18.
- 1.04 "Part-time Employee" means an employee who is scheduled to work less than the full prescribed hours of work on a regular and recurring basis.
- 1.05 "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; if an employee goes from temporary to permanent status without a break in service, her seniority shall be back-dated to include the length of temporary service upon completion of her probationary period pursuant to Article 13.01.
- 1.06 The term "Employer" shall mean Transcona Jaycees Day Care Centre Inc.
- 1.07 The term "Union" shall mean the Canadian Union of Public Employees, Local 1543.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement to exercise its function of management under which it shall have among others, the right to maintain efficiency and quality of the Day Care, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote; the right to determine job content, the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.
- 2.02 In administering this Collective Agreement the Employer agrees to act reasonably, fairly in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 - BARGAINING UNIT

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1543 as the sole and exclusive collective bargaining agency for all of its employees covered by Certificate #MLB 4212 issued in 1988 and/or listed in Schedule "A" and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The parties hereto agree that there will be no discrimination by the Employer or the Union against any employee covered by this Agreement because of race, nationality, religion, creed, colour, sex, age, marital status, family relationship, ethnic or national origin, political beliefs, membership or non-membership in the Union, physical or mental handicap, providing such handicap does not preclude the employee from carrying out her normal duties.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS

- 5.01 All employees of the Employer, 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 thirty (30) days of employment.

ARTICLE 6 - CHECKOFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied in accordance with the Union Constitution and owing by her to the Union.
- 6.02 Deductions shall be made from the first payroll period of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.
- 6.03 At the same time that income tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each union member in the previous year.
- 6.04 The Union agrees to indemnify and save the Employer harmless against claim or liability arising out of the application of this Article.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 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.
- 7.02 On commencing employment, the employee's immediate supervisor 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.
- 7.03 A representative of the Union shall be given an opportunity to interview new employees, within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes, at a time mutually agreed to by the Employer and the Steward, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

- 8.01 A Labour Management Committee will be established and maintained. The Committee shall consist of no more than two (2) representatives of the Employer and two (2) representatives of the Union and shall meet at a time mutually agreed upon. The Committee shall meet twice annually, once during regular business hour and once after regular business hours, to discuss matters of mutual concern, which either party considers appropriate for discussion by the Committee.
- 8.02 The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions but it shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any committee of the Union or the Employer and it does not have the power to bind either the Union or its members or the Employer to its decisions or conclusion.
- 8.03 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 Day Care premises in order to investigate and assist in the settlement of a grievance at a time mutually agreed to by the Employer and the Union.
- 8.04 The Employer agrees that there will be no loss of wages to Union employees designated to attend meetings of the committee.

ARTICLE 9 - RESPECTFUL WORKPLACE

9.01 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive conflict and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviours on the part of any person which would jeopardize an employee's dignity and well being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba *Workplace Safety and Health Act*.

Definitions

- disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace;
- rude comments and swearing, as well as spreading unfounded or misinformed rumours that damage people's reputation;
- actions that invade privacy or personal property;
- unwelcome gestures;
- display or distribution of printed or electronic material that offends;
- openly questioning staff, re: personnel or personal issues in front of staff, children or families.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 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 her grievances in accordance with the grievance procedure.

10.02 A grievance shall be defined as any difference or dispute arising out of the interpretation, application or alleged violation of this Agreement.

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

Step One

If the Union officer considers the grievance to be justified, the employee(s) concerned, together with her representative, shall first seek to settle the dispute with the Director or designate.

Step Two

Failing satisfactory settlement within **fifteen (15)** working days after the dispute was submitted in writing under Step One, the employee(s) concerned, will 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 of the first regularly scheduled Board meeting following receipt of the grievance. Replies to the grievance shall be in writing.

Step Three

Failing a satisfactory settlement being reached in Step Two, the Union may refer the dispute to arbitration.

- 10.04 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. Either party may request an extension of the time limits provided such extension is requested prior to the expiring of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 10.05 An employee has the right to representation by a Union Steward and/or Union Representative at any step of the grievance procedure.
- 10.06 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified, subject to Article 10.03.

ARTICLE 11 - ARBITRATION

- 11.01 When either party requests that a grievance be submitted to arbitration the request shall be made by registered mail/**or email** addressed to the other party of the Agreement, indicating the name of its nominee as sole arbitrator. Within **fifteen (15) working** days thereafter, the other party shall answer by registered mail 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.
- 11.02 Each party shall pay one-half (½) the fees and expenses of the arbitrator.
- 11.03 Arbitration cannot stray from the issue at hand and cannot amend the Collective Agreement.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as the length of employment in the Transcona Jaycees Day Care Centre Inc. Seniority shall be considered as a factor in vacancy selection (including promotion and transfer), demotion, and if all other posted selection criteria are equal, seniority will be considered as the governing factor. Seniority shall operate on a bargaining unit wide basis.
- 12.02 The seniority of an employee will be retained but will not accrue if:
- (a) she is on any unpaid leave of absence in excess of four (4) consecutive weeks;
 - (b) she is on Workers' Compensation for a period of more than two (2) years;
 - (c) she is on an educational leave of absence in excess of one (1) year;
 - (d) she is laid off for more than sixteen (16) weeks and less than two (2) years.
- 12.03 The seniority of an employee will be retained and will accrue if:
- (a) she is on any period of paid leave of absence;
 - (b) she is on any period of Employer paid income protection;
 - (c) she is on an educational absence of up to one (1) year;
 - (d) she is on Workers' Compensation for a period of up to two (2) years;
 - (e) she is on any period of unpaid leave of absence of less than four (4) weeks;
 - (f) she is laid off for less than sixteen (16) weeks;
 - (g) she is on parenting leave.
- 12.04 The seniority of an employee will terminate if:
- (a) she resigns in writing and does not withdraw her resignation within two (2) days;
 - (b) she is discharged and not reinstated under the grievance procedure;
 - (c) she is laid off for more than two (2) years;

- (d) she fails to report for duty within two (2) weeks after notification to do so;
- (e) she fails to report to work as scheduled at the end of a leave of absence, vacation or suspension without a valid reason;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

12.05 Seniority will be the basis on which shifts are awarded.

ARTICLE 13 - PROBATION

- 13.01 Newly hired employee(s) shall be on a probationary basis for a period of three (3) months from the date of hiring. After completion of the probationary period seniority shall be effective from the original date of employment.
- 13.02 During the period of probation stated in 13.01 the employee shall not have recourse to the grievance procedure (Article 10) for reasons of termination of employment or unsatisfactory performance **unless the Union claims discrimination, arbitrary treatment, or bad faith as the basis for termination.**
- 13.03 An employee who terminates or whose employment is terminated during the probationary period shall not be required to give or receive notice and shall not be entitled to pay in lieu of notice.

ARTICLE 14 - VACANCIES AND CHANGES IN EMPLOYEE STATUS

- 14.01 When a vacancy occurs or a new position is created either inside or outside of the bargaining unit, the Employer shall post notice of the position in the Employer's office and on the Union bulletin board for a minimum of seven (7) days, so that all members will know about the vacancy or new position. Postings shall be advertised, whenever possible, within one (1) week.
- 14.02 Such notice shall include the following information:

Nature of position, qualification, required knowledge and education, skills, shift, wage or salary or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All postings shall state "This position is open to male or female applicants".
- 14.03 The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance and seniority where ability and work performed are equal, seniority shall be the determining factor.

- 14.04 Nothing contained herein shall restrict the Employer from advertising for a position outside of the bargaining unit or from considering applications for a position from outside of the bargaining unit after seven (7) working days as stated in Article 14.01.

ARTICLE 15 - DISCIPLINARY ACTION

- 15.01 An employee may be discharged or disciplined for just cause only. Such employee shall be advised promptly in writing of the reason for her dismissal, discipline or suspension.
- 15.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall take such action, meeting with the employee and when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.
- 15.03 Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing, the employee shall receive a copy of such a report.
- 15.04 An employee accompanied by a local union representative, if she so elects, may examine her personnel file on request. An employee shall have the right to respond to any document in the personnel file, and such response shall be placed on her file.
- She shall have recourse to the grievance procedure to dispute any derogatory entry in her file. The employee shall receive a photocopy of any document forming part of her file at her own expense.
- 15.05 There shall be one (1) personnel file maintained by the Employer for each employee.
- 15.06 Disciplinary records of the employee shall be removed from personnel file after twelve (12) months have elapsed from date of disciplinary action.
- 15.07 The Employer agrees not to make any entries in the communications book dealing with employee discipline and further that if the Employer has to talk to the employee with respect to discipline and other issues that they talk to the employee privately and not in front of other employees.

ARTICLE 16 - JOB CLASSIFICATION AND RECLASSIFICATION

- 16.01 The Employer agrees to provide to the Union job descriptions for all positions and classifications for which the Union is the bargaining agent.
- 16.02 The Employer shall prepare and provide to the Union a new job description whenever a job is created or whenever there is a substantial change in the duties of an existing classification. Where the Employer establishes or proposes to establish a new classification or an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- 16.03 An employee shall have the right to request a review of her classification at any time other than within thirty (30) days prior to her review date, if there is a substantial change in her job duties or if she feels her job has been unfairly or incorrectly classified. Such a request shall be in writing to the Executive Director and the Union Representative. Normally a request for a review will not be made more than once in any twelve (12) month period. The employee shall be notified of the decision within thirty (30) days of the employee's written request. Where an employee is dissatisfied with the decision, she and the Union on her behalf may appeal her case to the Personnel Committee of the Board.
- 16.04 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.
- 16.05 The minimum wages payable to any employee in her respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement. At the time of hiring each new employee shall be advised in writing of her starting classification and level.

ARTICLE 17 - LAYOFF AND RECALL

- 17.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 17.02 An employee about to be laid off may displace any employee with less seniority providing the employee exercising the rights meets the requirements of the position.

- 17.03 A full-time employee who is laid off shall be placed on a re-employment list and recalled in order of seniority to the first full-time position available in her classification providing she meets the requirements of the position.
- 17.04 A part-time employee who is laid off shall be placed on a re-employment list and recalled in order of seniority to the first part-time position available in her classification which provides an equivalent number of hours to her previous position and providing she meets the requirements of the position.
- 17.05 Employees shall be given ten (10) working days' notice of layoff in writing before the date on which she is to be laid off and to the extent that such minimum notice is not given, the employee(s) shall receive pay in lieu thereof.

ARTICLE 18 - HOURS OF WORK

- 18.01 The normal workday shall not commence before 6:30 a.m. nor finish later than 6:00 p.m.
- 18.02 Regular hours of work for all full-time employees will be:
- (a) eight (8) hours per day, excluding one (1) hour meal period;
 - (b) eighty (80) hours per biweekly period.
- 18.03 (a) All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes both in the first and second half of a shift.
- (b) In the event that an employee is unable to have a scheduled rest period, he/she shall receive pay at overtime rates for the entire rest period and bank their time.
- An employee, who is required to remain in the worksite during the meal period, shall receive pay at overtime rates for the entire meal period.
- (c) An employee who is unable to take her meal break because of operational requirements shall receive pay at overtime rates for the entire meal period.
- 18.04 Shifts will only change if ratios need to be maintained by movement of staff to different times. If there are any changes in staff or times, preference will be given to staff with the most seniority having the first choice of the shifts.
- All that will affect the choices will be that Child Care Workers I, II and III will retain the spot now selected by the bargaining unit.

ARTICLE 19 - OVERTIME

- 19.01 All time worked beyond eight (8) hours per day or forty (40) hours per week, or on a holiday, shall be considered overtime.
- 19.02 Overtime worked after the normal hours shall be paid for a rate of time and one-half (1½).
- 19.03 For employees paid biweekly the hourly overtime pay shall be calculated by dividing the biweekly salary (excluding salary enhancement grant) by eighty (this being the number of full-time hours per biweekly period).
- 19.04 Employees may take time off in lieu of monetary payment at a time mutually agreeable by Management and employee.
- At the employee(s) discretion, with at least two (2) weeks' written notice, the employee will be allowed to take a cash out of eighty (80) hours owing to them on a separate cheque.

ARTICLE 20 - HOLIDAYS

- 20.01 The Employer recognizes the following as paid holidays:
- | | |
|-----------------|----------------------|
| New Year's Day | Louis Riel Day |
| Good Friday | Victoria Day |
| Canada Day | Terry Fox Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |
- and any other day proclaimed as a holiday by the Federal or Provincial Government.
- 20.02 An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1½) plus another day off with pay in lieu of holiday pay, at a time designated by the employee.
- 20.03 All accumulated recognized holidays shall be taken within the fiscal year in which they were earned. Up to two (2) recognized holidays may be accumulated to be taken with scheduled days off or to complete a partial week of vacation.
- 20.04 In the event that the holidays in 20.01 fall on a Saturday or Sunday, the Friday previous to the holiday or the Monday after the holiday as decided by the Board of Directors shall be recognized as the day off in lieu of.

- 20.05 Christmas Eve Day and New Year's Eve Day the Employer agrees that if there is low enrolment or attendance on Christmas or New Year's Eve Day, there will be more staff allowed to leave at noon when ratios permit.
- 20.06 An employee's birthday holiday shall be paid from the employee's sick bank or as an unpaid leave, as in accordance to the wishes of the employee. Should the employee's birthday fall on a weekend or holiday, the immediate working day prior shall be the day off in lieu of the birthday.

ARTICLE 21 - VACATION

- 21.01 For purposes of this Agreement, a vacation year is the period beginning on the first (1st) day of January and ending on the thirty-first (31st) day of December next following.
- 21.02 Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:
- (a) at the end of six (6) months' service - five (5) days at the discretion of the Director;
 - (b) after one (1) year - ten (10) days;
 - (c) after two (2) years - fifteen (15) days;
 - (d) after four (4) years - twenty (20) days;
 - (e) after nine (9) years - twenty-five (25) days;
 - (f) after eighteen (18) years - thirty (30) days.
- 21.03 (a) Vacation preference shall be submitted by May 1st. The vacation schedule shall be posted by May 15th. Employees shall be granted a preference of vacation based on seniority. An employee who fails to indicate her preference during the allotted time 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. Such vacation shall not be changed once it is posted unless mutually agreed upon by the employee and the Employer.
- (b) When an employee requests vacation time outside of the provisions of 21.03 (a) the Employer will inform the employee within five (5) working days of such request, whether the vacation leave is granted.

- 21.04 Requests for vacation leave are subject to mutual agreement between the Employer and the employee and notwithstanding Article 25.06.
- 21.05 Subject to 21.02 and 21.04, vacation leave shall be taken in the vacation year following the vacation year in which it was earned. 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. However, it is understood that such request would have to be made on or before November 30th of the current year.
- 21.06 Vacation credits accumulate from the date of hire.
- 21.07 Vacation credits shall not accumulate while an employee is on leave of absence without pay, greater than four (4) weeks.
- 21.08 An employee may upon giving at least three (3) weeks' written notice, receive on the last office day preceding commencement of her annual vacation, any paycheques which may fall during the period of vacation (subject to 21.07).
- 21.09 If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional day's paid vacation.
- 21.10 Approved Leave of Absence during Vacation
- Where an employee qualifies for sick leave, bereavement or any other approved leave during 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 vacation period or reinstated for use at a later date, at the employee's option. The Day Care shall require a doctor's certificate in the case of sick leave.

ARTICLE 22 - SICK LEAVE PROVISIONS

- 22.01 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*.
- 22.02 The Employer may require an employee, upon returning to work after an absence of three (3) days due to illness, to produce a certificate from a medical practitioner certifying that she was unable to carry out her duties due to illness.

In addition, employee absent due to extended illness will be required to produce a medical certificate including, where possible, the estimated date of return of the employee.

22.03 Eighteen (18) days' sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for every month an employee is employed.

22.04 The unused portion of an employee's sick leave shall accrue for her future sick leave benefits up to a maximum of one hundred and thirty (130) days.

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

22.06 In the case of illness of an immediate member of the family of an employee where no one, other than the employee can provide for their needs, the employee shall be entitled, after notifying her Director to use a maximum of five (5) accumulated sick leave days per year for this purpose.

22.07 The Employer and the Union agree that suspected abuses of sick leave will be investigated, and proven instances of abuse will result in disciplinary action being taken against the employee.

22.08 Wellness

One (1) day's sick leave per month may be taken as a wellness day.

Employees agreed to give five (5) days' notice of their intention to use a wellness day. However, if it is an emergency situation, employees may give less notice. The Employer must respond to this request within two (2) days of receiving such request.

In the event an employee does not have a sick bank accumulation, a day off without pay shall be granted by the Employer providing replacement staff is available or ratios are down.

The Employer agrees not to use this clause in an unfair or unreasonable manner.

22.09 Employees with at least twelve (12) years of service will be allowed to cash out at least twenty percent (20%) of their accumulated sick leave credits upon retiring or resigning their position.

ARTICLE 23 - LEAVES OF ABSENCE

- 23.01 An employee, upon request in writing being made to the Employer, may be granted a leave of absence without pay for good and sufficient reason. Such leave shall not be unreasonably withheld.
- 23.02 Upon giving two weeks' prior written notice to the Employer, employees elected or appointed to represent the Union at a convention or other function shall be granted a leave of absence without pay in order to attend such a function. In no instance will there be more than two (2) delegates and the leave of absence shall not exceed twenty (20) working days total for any one (1) year.
- 23.03 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 a leave of absence without pay and without loss of seniority for a period of up to two (2) years. An employee resuming her employment shall be reinstated in the employee's former position or comparable position with no less wages or benefits. Not more than two (2) employees at one time may be absent on leave under this Article.
- 23.04 An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. The Employer may review and renew such leave of absence annually thereafter. An employee resuming her employment shall be reinstated in the employee's former position or comparable position with no less wages or benefits. Not more than two (2) employees at one time may be absent on leave granted under this Article.
- 23.05 An employee who is required by the Employer to attend a conference, workshop or seminar shall be granted leave of absence with pay for this purpose and any registration or tuition fees shall be paid by the Employer.
- 23.06 Bereavement Leave
- An employee shall be granted bereavement leave for a period up to five (5) working days without loss of salary or wages in the case of death of a parent, wife, husband, common law spouse, same sex partner, brother, sister, child and grandchild. Bereavement leave will be granted for a period of three (3) working days without loss of salary or wages in the case of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent. Said days may be taken only in the period which extends from the date of death up to and including the day following interment. Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- Employee(s) shall be granted bereavement leave of one (1) day for aunt, uncle or grandparent-in-law.

23.07

Maternity and Parental Leave

- (a) Maternity Leave - At least seventeen (17) weeks and up to twenty (20) weeks of maternity leave without pay will be granted subject to the following conditions:
- (i) An employee shall qualify for maternity leave after seven (7) months of employment. The Employer is entitled to require the employee to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job. Leave of absence without pay and with no loss of seniority, as per Article 12.03.
 - (ii) 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.
 - (iii) While on maternity leave an employee shall retain her full employment status and accumulate all benefits under this Collective Agreement.
 - (iv) When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, the employee will be placed in a position with the equivalent number of hours of her former position.

(b) Parental Leave

An employee who qualifies is entitled to parental leave consisting of a continuous period up to thirty-seven (37) weeks in the case of standard parental leave or up to sixty-three (63) weeks in the case of extended parental leave.

(c) Adoption Leave

The Province of Manitoba *Employment Standards Code* regarding adoption leave shall apply "mutatis mutandis".

23.08

An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence, at her basic rate of pay and remit to the Employer any payment received except reimbursement of expenses.

Employees shall be allowed up to one-half (½) day to attend citizenship court to become Canadian citizens.

23.09

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, totaling 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) a brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - (v) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (vi) a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - (viii) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship;
 - (ix) 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 sick leave 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 23.06.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay periods shall be every two (2) weeks. Pay days shall be every second Friday. A deduction sheet shall be included with each paycheque along with the final cheque. Employees shall be paid in accordance with Schedule "A", attached to and forming part of this Collective Agreement.

- 24.02 The Employer shall give employees at least two (2) weeks' notice of termination and to the extent that such minimum notice is not given, the employee shall receive pay in lieu thereof, except as outlined in Article 12.03. An employee may terminate her employment with the Employer by giving two (2) weeks' written notice.

ARTICLE 25 - GENERAL CONDITIONS

- 25.01 Where the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.
- 25.02 The Employer shall provide one (1) bulletin board 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.
- 25.03 The Union agrees that during the life of this Agreement there shall be no slowdown of work, suspension or picketing in relation to this Collective Agreement and to this end the Union will take affirmative action to prevent any employee covered by this Agreement from slowing down her work or suspending or picketing.
- 25.04 Equivalent time off shall be given for attendance at staff meetings for employees required to attend on time off at a time mutually agreed upon by the employee and the Employer.
- 25.05 Part-time employees shall receive all benefits on a pro rata basis.
- 25.06 All terms of this Collective Agreement are bound by all rules and regulations of the Province of Manitoba *Community Child Care Standards Act*.
- 25.07 The Employer shall complete a written appraisal of an employee's performance at least once annually and shall provide the employee the opportunity to read such document.
- 25.08 The Employer agrees to continue paying for one-half (½) of the monthly premium cost for each employee in the group insurance plan.
- 25.09 The Employer agrees to provide parking at no cost to the employee as per current practice and with the understanding that no employee shall be guaranteed a parking spot as this will be subject to the availability of the current number of parking spots.

ARTICLE 26 - PAY ON TEMPORARY TRANSFERS, HIGHER RATED JOB

- 26.01 When an employee is temporarily assigned to a higher rated position she shall after twenty-five (25) days receive the rate for that position and shall be deemed to be covered by this Agreement during such assignment.
- 26.02 An employee temporarily assigned to a lower rated position shall continue to receive her regular rate of pay.

ARTICLE 27 - DURATION OF AGREEMENT

- 27.01 This Agreement shall come into effect on January 1, 2021 and shall remain in effect up to and including December 31, 2022. This Agreement shall remain in force and effect, from year to year unless notice of request to negotiate a revision is given by either party prior to the termination date.
- 27.02 Where notice of termination has been given and where a party to this Agreement has given notice of request to negotiate a revision under 27.01 hereof, the parties shall, within twenty (20) working days following receipt of either party of the specific proposals for revision to the Agreement, commence collective bargaining.
- 27.03 Where notice has been given as provided in 27.01 the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified in 27.01 until either party gives the other fourteen (14) days' prior written notice that negotiations have terminated.
- 27.04 Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the start of the pay period following the date of signing and the previous agreement shall be deemed to be in effect up to the start of such pay period.

ARTICLE 28 - SALARIES

- 28.01 The members of CUPE Local 1543 shall be paid in accordance with the salary schedule as outlined in Schedule "A" forming part of the Agreement.
- 28.02 Starting salaries, as specified in Schedule "A" are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any employee when, in the judgement of the Employer, additional experience or other qualifications so warrant it.

ARTICLE 29 - POLICY RE SUSPECTED CHILD ABUSE

- 29.01 The employee shall have the right of Union representation if he/she so wishes in the event that accusations are made.
- 29.02 If the employee is suspended while an investigation is being conducted, the suspension will be with pay. However, pay will be withheld until the employee in question has been cleared of all accusations.
- 29.03 The Employer agrees to keep the Union advised as to the investigation with the information that is made available to the Employer from outside services conducting the investigation.
- 29.04 If charges are found to be untrue any mention of the incident will not be included in the personnel file of the employee.

ARTICLE 30 - TRAINING AND UPGRADING

- 30.01 If the employee participates in a first aid course the Employer will pay the cost of his/her course fee and further the employee will suffer no loss in wages. Employer agrees that staff would take the first aid course during their work time.
- Banked time will apply for all other training taken outside of working hours.
- 30.02 The Centre will allow a minimum of two (2) employees the opportunity to attend the MCCA Conference with pay. Any additional employees will depend on sub availability.

ARTICLE 31 - PREPARATION TIME

- 31.01 The Employer shall allow Child Care Workers two (2) hours preparation time per month. Such time to be utilized during the period that alternate staff are available to supervise the children.

ARTICLE 32 - BANK TIME

- 32.01 To apply to the 10:00 a.m. to 6:00 p.m. shift only. If staff are required to stay longer than thirty (30) minutes, after their shift ends, the Employer agrees to pay them time and one-half (1½ x) at their current rate of pay, for all time so worked.

ARTICLE 33 - PERFORMANCE APPRAISAL PROCEDURES

- 33.01 Employees would be able, if they so wish, to comment on their performance appraisal. The Employer agrees to sign the performance appraisal after the employee has had a chance to read it.

ARTICLE 34 - BOARD MEETINGS

- 34.01 The Employer agrees that a staff person from the bargaining unit will be allowed to attend board meetings but will have to leave when the Board deals with in-camera issues such as personnel issues or discipline issues. The staff person would not have voting rights on the Board.
- 34.02 The employee representative will be notified if there is a change in time or location of a Board meeting.

ARTICLE 35 - RRSP PLAN

- 35.01 The Employer agrees to set up an RRSP Plan for the employees paid by the employees. However the Employer will review the plan during the duration of this Agreement and consider contributing to the plan in the future.
- 35.02 Depending upon the employee's years of service, effective January 1, 2007, the Employer will match the Employee's contribution to the Employee's Registered Retirement Saving Plan as follows:
- | | |
|-------------------------------|-----------|
| One to four years of service | \$ 200.00 |
| Five or more years of service | 300.00 |
- (a) Permanent employees may participate in the plan any time after the completion of one (1) year of service.
- (b) Biweekly payments will be deducted from employees' paycheque (26 paycheque deductions per year).
- (c) Years of service are based on the employees' anniversary date.
- (d) 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).
- (e) All transactions (enrolment, withdrawals, etc.) must be handled through the Employer.

*Maximum amount means the maximum amount the Employer will contribute on behalf of the employee, i.e., if an employee with six (6) years of service contributes three hundred dollars (\$300) towards an RRSP, the Employer is only obligated to contribute two hundred and fifty dollars (\$250).

ARTICLE 36 - CHRISTMAS EVE DAY AND NEW YEAR'S EVE DAY

36.01 The Employer agrees to close the Day Care Centre at 2:00 pm on Christmas Eve and on New Year's Eve.

ARTICLE 37 - PARENT FEES

37.01 The Employer agrees that bargaining unit members will not be responsible for collecting any income belonging to the Day Care Centre such as parent fees or physically making deposits into the Day Care Centre's banking institution. Further, the Employer will not request that bargaining unit members keep bank deposits (parent fees) at their private residences for safekeeping purposes.

ARTICLE 38 - DRIVER


38.01 The Driver will not be required to drive on days where Winnipeg Transit bus service is cancelled.

Signed this 12 day of April, 2021.

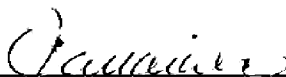
**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1543:**

**FOR TRANSCONA JAYCEES DAY
CARE CENTRE INC.:**









SCHEDULE "A"**Transcona Jaycees Day Care Centre Inc.****WAGES**

<i>Position</i>	<i>January 1, 2021</i>	<i>January 1, 2022</i>
ECE III	\$19.20	\$19.39
ECE II	\$18.87	\$19.06
ECE Assistants in Training	\$14.41	\$14.56
ECE Assistants	\$13.51	\$13.65

Early Childhood Educator Assistants in Training will receive the greater of the rate set out in the Collective Agreement or the subsidy provided by the Day Care Office.

January 1, 2021 - 2% increase

January 1, 2022 - 1% increase

Effective May 7, 2019 Transcona Jaycees will add \$10.00 per month to each employee's paycheque who have an MCCA membership.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543
(hereinafter referred to as the "Union")

and

Transcona Jaycees Day Care Centre Inc.
(hereinafter referred to as the "Employer")

RE: FUNDING

Should the Employer receive any funding increases that are marked for increase of wages or increase of staffing from any level of government, either municipal, provincial or federal, they will immediately sit down and enter into negotiations with the Union to negotiate a wage increase and/or staffing levels. The increase shall be retroactive to the date the funding is implemented. This clause does not refer to the proposed funding increase referred to as "Manitoba's Five-Year Plan for Child Care." These funds are already being dealt with in this contract.

Should the Employer find themselves with a surplus of money at the end of the budget year, this money will be used for a Christmas Bonus for all Day Care employees to a maximum of three thousand dollars (\$3,000) of the surplus. Surpluses in excess of three thousand dollars (\$3,000) will be split on a 50-50 basis between the staff and the Day Care. If the budget year ends in a deficit no bonuses will be paid out until future surplus make up the short fall.

Signed this 12 day of April, 2021.

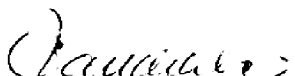
**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1543:**

**FOR TRANSCONA JAYCEES DAY
CARE CENTRE INC.:**









LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543
(hereinafter referred to as the "Union")

and

Transcona Jaycees Day Care Centre Inc.
(hereinafter referred to as the "Employer")

RE: DIRECT DEPOSIT

The parties agree that the day care will move to a direct deposit payroll system but this will not occur as long as the day care has its current supply of cheques (approximately a two [2] year supply). The move to direct deposit could occur over the life of this agreement or in the next agreement.

Signed this 12 day of April, 2021.

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

**FOR TRANSCONA JAYCEES DAY
CARE CENTRE INC.:**

