

**COLLECTIVE AGREEMENT**

**BETWEEN:**

***CUPE*** / *Canadian Union  
of Public Employees*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3060**

**- AND -**

**CHILDREN'S DEN INC.**

***TERM OF AGREEMENT:***

**JUNE 1, 2019 TO MAY 31, 2023**

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**ARTICLE 1 – PREAMBLE**

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

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

102 Where 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.

**ARTICLE 2 – MANAGEMENT RIGHTS**

201 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement may be decided through the grievance and arbitration procedure.

202 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, except through just cause.

**ARTICLE 3 – RECOGNITION**

301 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3060 as the sole and exclusive collective bargaining agency for all of its employees covered by Certificate MLB #5349 issued October 16, 1997 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of

any difference that may arise between them.

#### **ARTICLE 4 – PROBATIONARY PERIOD**

- 401 Newly hired employee(s) shall be on a probationary period for six (6) months from the date on which employment commenced but shall be eligible to benefits after the completion of three (3) months of the probationary period.
- 402 An employee’s service may be terminated at any time during the probationary period, without cause and with twenty-four (24) hours notice, by either the Employer or the employee. No recourse to the Grievance procedure will be available unless the Union claims discrimination as noted in Article 601 as the basis for termination.
- 403 After completion of three (3) months of the probationary period, all rights and benefits of this agreement will then be in effect, with seniority calculated from the first day of employment.
- 404 The probationary period will only be extended for cause and after consultation with a representative of the Union.

#### **ARTICLE 5 – EMPLOYEE DEFINITION**

501 Employer – shall mean the Board of Directors.

502 Employees

This collective agreement is fully applicable to all part time, full time, temporary and casual employees. Employees hired under the Children With Disabilities Program as Integrated Facilitators (IF’s) are not included in this agreement.

503 Definition

Full time employee – means an employee who has successfully completed the probationary period and is employed for seven (7) to eight (8) hours per working day on a year round basis.

Part time employee – means an employee who works less than the full normal daily, weekly, or monthly hours of work as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

Casual employee – means an employee who works on an irregular and unscheduled basis. May also be referred to as an “aide” or a “substitute” employee.

Temporary employee – means an employee hired for a period of one (1) year or less. Term employees shall be entitled to all rights and benefits of the collective agreement. Term positions shall be posted as per Article 12 of this agreement. After eighteen (18) consecutive months of employment, the employee shall become permanent.

Probationary employee – means an employee hired according to Article 401 to fill a Permanent Full Time, Permanent Part Time or Temporary position.

504 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency or for purposes of instruction or when regular staff are unavailable to meet child/staff ratios.

**ARTICLE 6 – DISCRIMINATION AND OUTSIDE AGREEMENTS**

601 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his membership or activity in the Union, or any other reason.

602 No Other Agreements

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

**ARTICLE 7 – UNION MEMBERSHIP AND DUES**

701 Within thirty days of the signing of this agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing from the date of hire.

Employees hired under the *Children with Disabilities Program* are not included in this agreement.

702 Check-Off Payments

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

Casual employees who work less than twenty-five (25) hours in a bi-weekly pay period will be exempt from dues in that pay period.

703 Deductions

Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15) day of the month following, accompanied by a list of the names of employees from whose wages the deductions have been made.

704 Dues Receipts

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

## **ARTICLE 8 – INTRODUCTION TO UNION AND COLLECTIVE AGREEMENTS**

801 New Employees

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

802 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to **their** union steward or representative. The Employer will provide **them** with a copy of the collective agreement. A copy will be available for the use of casual employees and they will be informed of its location.

803 Interviewing Opportunity

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

must be maintained and that due consideration be given to the Centre's necessary scheduling.

### **ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

901 A Labour-Management Committee shall be established consisting of equal representatives from the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of maximum service to the children. The committee shall meet as and when required upon five (5) working days written notice being given by the party. The written notice shall also include an agenda.

902 Chairman of the Meeting

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

903 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, nor any matter of collective bargaining, including the administration of this Collective Agreement.

### **ARTICLE 10 – COLLECTIVE BARGAINING**

1001 Function of Bargaining Committee

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

1002 Union Bargaining Committee

The Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

1003 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration. Staff/child ratio must be maintained and that due consideration be given to the Centre's necessary scheduling.

1004 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such Representative(s) shall have access to the Children's Den Inc. in order to investigate and assist in the settlement of a grievance.

**ARTICLE 11 – GRIEVANCE AND ARBITRATION**

1101 Election of Stewards

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

1102 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) covered by this Agreement.

1103 Settling of Grievances

An earnest effort shall be made by all concerned to resolve grievances fairly and promptly in the following manner:

Step 1 – An employee who believe **they have** a legitimate complaint shall first attempt to resolve the complaint at a meeting with the Director within one (1) working day of the cause of the complaint.

Step 2 – Failing resolution of the verbal complaint within two (2) working days of the above noted meeting, the complainant may submit the complaint in writing to, and meet with the Director in an attempt to resolve the complaint. The Director shall respond in writing to the employee within two (2) working days of the meeting with the complainant.

Step 3 – Failing a satisfactory settlement of the complaint, the employee may proceed to the formal grievance process. Within two (2) working days a formal grievance may be submitted, on a CUPE Grievance Form, to the Board of Directors. The Board of Directors may at its discretion, or shall on the request of the Union, convene a special meeting for the purpose of hearing the grievance. The Board of Directors shall render their decision in writing within five (5) working days of the duly constituted Board meeting at which the decision is made.

Step 4 – Failing a satisfactory settlement being reached in Step 3, the Union may within five (5) working days of receipt of the Board’s decision refer the matter to Arbitration, or advise the Board in writing that it does not intend to proceed to Arbitration.

At each step of the Grievance Procedure, the grievor shall have the right to be present.

After Step 1, the employee will have the right to Union representation at each Step.

1104 Selection of a Single Arbitrator

As part of negotiations, a list of three arbitrators will be prepared. When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement indicating the name of its choice from the list as single arbitrator. Within five (5) days thereafter the other party shall answer by registered mail whether or not they agree to the name proposed. If the respondent does not agree to the name of the single arbitrator, they shall include in the same letter of response their choice from the list. The selection of a single arbitrator must be agreeable to both parties.

1105 Expenses of the Arbitrator

Each party shall pay one-half the fees and expenses of the Arbitrator.

1106 Time Limits

Time limits may be extended if requested in writing by either party and agreed to by the other party in writing. Time limits are intended to keep the process moving and not cause a loss by default.

**ARTICLE 12 – SENIORITY AND STAFF CHANGES**

1201 Seniority Defined (Type of Seniority Unit)

Seniority shall be defined as the total accumulated paid hours calculated from the date the permanent or temporary employee last entered the service of the Employer and shall be the determining factor in matters of promotion, demotion, transfer, lay-off, reduction in hours and recall.

1202 Loss of Seniority

An employee shall not lose seniority rights if **they are** absent from work because of sickness, accident, lay-off, maternity leave, or leave of absence approved by the Employer.

1203 Job Posting

When a new or vacant position is created the Employer shall notify the Union in writing and shall post a notice containing the following information.

Nature of position, qualifications, education, skills and knowledge required, working hours, salary rates and range.

Internal applicants must submit a Letter of Intent for any posted position.

In the event of a vacancy occurring while an employee is on scheduled holidays, sick leave or approved leave of absence, said employee shall be notified of the vacancy if **they have** left a Letter of Intent stating that they wish to be considered for any position that may be posted while absent from the workplace.

1204 Length of Posting

Position notices shall be posted for three (3) working days in areas where each employee has the opportunity to read the notice.

Permanent and Temporary employees away on approved leave of absence shall be notified by whatever means necessary of position openings.

1205 The applicant with the greatest seniority who meets the minimum requirements for the job shall be awarded the position.

1206 All term employees shall be kept on file for six (6) months. If no internal applicants apply to postings, term employees shall be given first opportunity to fill positions. Failing that, the Employer may advertise the position by outside means.

1207 Notification of Unsuccessful Applicants

The Board shall notify all unsuccessful internal applicants that the position has been filled and inform the Union in writing the name and address of the successful applicant.

1208 Trial Period

The successful internal applicant will be placed on trial for a period of three (3) months. In the event the Employer finds the applicant unsatisfactory in the position or the applicant advises the Employer in writing of the wish to revert to **their** former position, **they** shall be returned to **their** former position, wage or salary rate at the earliest opportunity without loss of seniority. Any other employee promoted or transferred because of this rearrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

The successful external applicant will follow Article 4.

1209 The Employer shall maintain a seniority list showing the current classification, date upon which each employee's service commenced and total hours worked. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in April of each year.

**ARTICLE 13 – LAY-OFFS**

1301 In the event of lay-off an employee shall be given two (2) weeks written notice or two (2) weeks pay in lieu of notice.

1302 Employees shall be laid off in reverse order, with the exception of Cook, of their seniority while maintaining compliance with licensing requirements for proportion of trained staff.

1303 Employees shall be recalled to work in order of their seniority, with the exception of Cook, providing they meet the minimum requirements of the job and while maintaining compliance with licensing requirements for proportion of trained staff.

1304 Employees shall be notified by registered mail of their recall should the recall date be different from the date indicated on the Record of Employment issued at time of layoff. Employees shall be required to indicate in writing their intent to return to work within five (5) days of notice.

1305 Employees shall have the right to refuse callback to:

- a) a position of less hours than their former position,
- b) to a position in a different classification than their former position.

The employee shall be allowed only one (1) refusal of callback.

1306 No new employees shall be hired until those laid off have been given the opportunity of recall.

**ARTICLE 14 – JOB CLASSIFICATION AND RECLASSIFICATION**

1401 Job Descriptions

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

1402 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union and unless stated in the Child Day Care Standards Act.

1403 Changes in Classification

When the duties or volume of work in any classification are changed or increased or where the Union and/or an employee feels **they are** unfairly or incorrectly classified, or when a position not covered in Appendix “A” is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become effective the date of the change of duties.

**ARTICLE 15 – HOURS OF WORK**

1501 Standard Daily Hours

The normal work day shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. The **eight (8) hour** shift will include **a seven and one quarter (7.25) hours paid, one-half (½) hour paid lunch break and one fifteen (15) minute paid break.**

Varying shifts may include part time and split shifts to meet the needs of the program and to facilitate required staff/child ratios and will be established at the time of hire.

No staff person shall be required to make a permanent change to the number of shift hours different from the number of hours they currently have.

1502 Rest Period

Employees shall be permitted the following rest breaks:

Shift	Lunch (unpaid)	Coffee Break (paid)
5 - 5½ hours	30 minutes	--
6 - 6½ hours	40 minutes	--

Shift	Lunch (paid)	Coffee Break (paid)
7 - 7½ hours	<b>30 minutes</b>	15 minutes
8 hours	<b>30 minutes</b>	15 minutes

If an employee is requested by the Director to work through **their** coffee break to accommodate child/staff ratios, such time shall be banked at straight time. An employee unable to attend a medical appointment during lunch break due to the need to maintain ratio shall be reimbursed any cancellation charge upon submitting a receipt.

**If an employee is requested by the Director to work through their lunch break to accommodate child/staff ratios, such time shall be banked at time and one half (1½ x), if time worked exceeds eight (8) hours; otherwise banked at straight time.**

- 1503 The work schedule shall be determined by management. This includes rotation or standard shifts. Shift schedules for each employee shall be posted in an appropriate place at least two (2) weeks in advance. If two (2) weeks' notice of shift change cannot be provided then the employee shall not be penalized for refusing a shift.
- 1504 Subject to scheduling restrictions, preference will be given to permanent part time employees to work additional hours that would normally have required a substitute employee.

If two (2) weeks' notice cannot be provided, the employee will be paid at his/her regular rate. Any hours offered with two weeks' notice will be at the Aide hourly rate plus four percent (4%) vacation pay. Vacation pay on these hours will not be accumulated.

The employees and the Director are encouraged to ensure clarification as to what rate will apply when extra hours are being offered/discussed.

It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

## **ARTICLE 16 – OVERTIME**

### 1601 Overtime Defined

All time worked beyond eight (8) hours per day, forty (40) hours per week or on a holiday shall be considered as overtime.

### 1602 Compensation for Work After Regular Scheduled Hours

Overtime as defined shall be paid for at the rate of time and one-half (1½). The permanent and term employees have the option of receiving time off in lieu of overtime which will be banked at time and one-half (1½). Banked time shall be paid out on resignation or termination or when it exceeds the equivalent of two (2) regular shifts

### 1603 Staff Meetings

Staff meetings shall be held twice per month at 5:30 p.m. Staff will be granted one (1) hour ~~of bank time at time and one half (1½ x)~~ per meeting attended, **if time worked exceeds eight (8) hours; otherwise banked at straight time.**

The Cook is not required to attend unless specifically requested by the Director.

## **ARTICLE 17 – DISCIPLINE AND DISCHARGE PROCEDURE**

1701 An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Board. The Director may suspend an employee but shall immediately report such action to the Board. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Board with full disclosure of the reason for such discipline or discharge.

### 1702 May Omit Grievance Steps

An employee discharged or suspended shall be entitled to a hearing under Article 11 – Grievance Procedure, Steps 1, and 2 of the Grievance Procedure shall be omitted in such case.

### 1703 Warning

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within ten (10) days thereafter, give written particulars of such censure to the Union, with a copy to the employee involved.

1704 The employee, within twenty-four (24) hours notice, shall have the right to have access to and review their personnel record. There shall be only one recognized personnel file.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee record.

An employee shall have the right to copies of any material contained in their personnel file.

**When disciplinary action is being contemplated, only records dated back twenty-four (24) months shall be considered as a record of performance.**

## **ARTICLE 18 – HOLIDAYS**

### 1801 Paid Holidays

For employees, the following days shall be observed as holidays without loss of pay to the employees:

- |                  |  |
|------------------|--|
| Christmas Day    | Boxing Day   |
| New Year's Day   | Good Friday  |
| Easter Monday    | Victoria Day                                       |
| Canada Day       | Civic Holiday – (1 <sup>st</sup> Monday in August) |
| Thanksgiving Day | Labour Day   |
| Remembrance Day  | Louis Riel Day                                     |

and any other day or days so proclaimed as a statutory holiday by the Federal and Provincial authorities.

When any of the above holidays falls on a Saturday or Sunday, the Employer shall designate another working day(s), whether the preceding Friday or the following Monday, to be observed as the holiday or holidays in lieu thereof. When Remembrance Day falls on a weekend, the day off with pay will be granted and the day will be taken off at a later date as set by the Employer. Due to the daycare remaining open for Easter Monday, the Employer shall designate an alternate day off for that day.

**Should the employee practice a faith or be part of a culture that celebrates other days than those listed, they may be granted time off without pay providing they give two weeks' notice to the Employer. Such requests shall not be unreasonably denied.**

**ARTICLE 19 – VACATIONS**

1901 Requests for vacation may be made during the entire calendar year. Vacation credits maybe used as earned. Vacation leave will be granted one staff at a time and requests for same time periods will be granted based on seniority. Once vacation leave is approved senior staff may not request/ or bump the approved staff.

1902 Vacation Schedule for Employees

	<u>Yearly</u>	<u>Monthly</u>
After one complete year	2 weeks	.83 days
After two complete years	3 weeks	1.25 days
After five complete years	4 weeks	1.66 days
After ten complete years	5 weeks	2.08 days
After eighteen complete years	6 weeks	2.50 days

Part time employees shall earn vacation pay on a pro-rata basis in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full Time Hours}} \times \text{Entitlement of a Full Time Employee}$$

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

1903 Compensation for Holidays Falling Within Vacation Schedules

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

1904 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year, before he/she had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation based on entitlement.

1905 In the event an employee is hospitalized during their vacation, the employee may utilize accumulated sick leave to cover the period of hospitalization and the displace vacation shall be re-scheduled.

**ARTICLE 20 – SICK LEAVE**

2001 Sick Leave Defined

An employee who is absent from schedule work due to illness, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board or by the Manitoba Public Insurance Corporation (MPIC) shall be entitled to **their** regular basic pay to the extent that **they have** accumulated income protection credits.

2002 Proof of Illness

In the case of suspected abuse or an absence of more than two (2) consecutive days the employee may be required to produce a certificate from a medical practitioner.

2003 Annual Paid Sick Leave

Permanent and term employees shall earn twelve (12) days sick leave per year at the rate of one (1) day for every month the employee is employed. New employees will not begin to accrue leave credits until completion of probation.

Part time employees shall accumulate income protection credits on a pro-rata basis, in accordance with this formula:

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

2004 All sick leave credits shall accrue from year to year to a maximum of thirty (30) days and shall be reduced only by the amount of sick leave used.

2005 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for days absent for sick leave. Absence on account of illness for less than half a day shall be deducted as half a day. Absence for more than half a day shall be deducted as a full day.

2006 Employees may utilize up to a maximum of six (6) days of accumulated sick leave during each calendar year to provide care for members of their immediate family, that being spouse, child, mother, or father.

**ARTICLE 21 – LEAVE OF ABSENCE**

2101 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when **they** request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

2102 Paid Bereavement Leave

On occasion of death in the immediate family, compassionate leave will be granted for a period of five (5) paid days. If additional time for travel is required, such time to a maximum of two (2) days, shall be deducted from accumulated income protection credits.

Immediate family is defined as father, mother, sibling, spouse, common law spouse/live-in partner, same sex partner, fiancé, brother, sister, child or ward of the employee.

Three (3) paid days of compassionate leave will be granted on the occasion of the death of a grandparent, grandchild, mother-in-law or father-in-law. Three (3) additional days, if required, shall be granted and deducted from accumulated income protection credits.

One (1) unpaid day of compassionate leave may be granted to an employee who attends a funeral.

2103 Parenting Leave

Parenting Leave consist of Maternity Leave and Parental Leave. Maternity Leave is offered to biological mothers, including surrogate mothers, who are unable to attend work. Parental Leave is offered to parents who are caring for a newborn or newly adopted child or children.

2104 Maternity Leave

An employee shall receive Maternity Leave of seventeen (17) weeks or time in accordance with the applicable legislation, whichever is greater, subject to the following conditions:

- a) An employee must have completed seven (7) consecutive months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- b) A written request must be submitted to the Employer for Maternity Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave. The normal four (4) week notice period will be waived by the Employer should the employee's physician recommend an immediate leave of absence.
- c) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without return to work unless otherwise approved by the Employer.
- d) During the seventeen (17) week duration of Maternity Leave, an employee shall have the right if she chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of the health related condition.

2105 Parental Leave

An employee shall receive Parental Leave without pay of **sixty-three (63)** weeks or time stated in accordance with the applicable legislation, whichever is greater, subject to the following conditions:

- a) The employee has completed seven (7) consecutive months employment as of the date of the intended leave unless otherwise agreed to by the Employer.
- b) The employee became the natural or adopted parent of a child and assumes actual care and custody of their child.
- c) A written request must be submitted to the Employer for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- d) Parental Leave must be completed within the time stated under the applicable legislation.

2106 Parental Leave – Adoption

An employee shall receive Parental Leave without pay of up to **sixty-three (63)** weeks subject to the following conditions:

- a) An employee must adopt a child under the laws of the province.
- b) An employee may commence Adoption 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.
- c) An employee has completed seven (7) consecutive months employment as of the date of the intended leave.
- d) Parental Leave must be completed within one (1) year of the date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

2107 If requested by the employee, additional unpaid leave of absence up to eighteen (18) 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 previously earned annual vacation entitlement before the further unpaid leave is taken.

2108 An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of their return. On return from Maternity and/or Parental Leave, the employee shall be placed in their former classification at the same increment step.

2109 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations (approved by the Board) to improve qualifications in the service.

2110 The Employer shall pay, upon successful completion, for any relevant course (approved by the Board) an employee is required or may wish to take at a recognized institution provided the course pertains to the employee's job and as the budget of the Centre allows.

2111 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits such as sick leave and vacations shall be granted to employees to attend Executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organization with which the Union is affiliated. The

Union shall reimburse the Employer for all employee costs associated with the leave within two weeks of receipt of a bill from the Employer. Employee's hours while on Union paid leave will be filled by a casual employee.

2112 Leave of Absence for Full Time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority, and without pay, for a period of one year. Such leave shall be renewed each year, on request, during **their** term of office.

Such employee shall receive **their** pay and benefits as provided for in this agreement but the Union shall reimburse the Employer for pay and benefits during the period of absence payable within the same pay period.

2113 Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

2114 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to **twenty-eight (28)** weeks subject to the following conditions:

- a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.
- 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) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- e) For an employee to be eligible for leave, a physician 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.
- f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, child, stepchild, parent, parent's spouse or common-law partner, same-sex partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
- g) An employee may end their compassionate leave earlier than **twenty-eight (28)** weeks by giving the Employer forty-eight (48) hours notice.
- h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- i) Seniority shall accrue during any period of leave under this Article.
- j) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 2102 of the Collective Agreement.
- k) Notwithstanding all of the above, any existing provision in the Collective Agreement which provides superior coverage to an employee with regard to leave for illness in the family shall prevail.

**ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

2201 Pay Periods

Pay periods shall be every two (2) weeks.

2202 Annual MCCA dues, CPR Training and First Aide renewals shall be paid by the Employer.

Effective June 1, 2007, all new employees will be responsible for the Annual MCCA dues. The Employer will continue to pay such fees and deduct from the employee's wages.

New employees not possessing the First Aide Course and CPR Training upon hiring will be required to obtain same at their own expense during the probationary period as a condition of continued employment.

**ARTICLE 23 – GENERAL CONDITIONS**

2301 Ratio

The teacher-child ratio shall be 1–8, under two (2) years old the ratio shall be 1–4 as per Government regulations.

2302 Plural and Masculine Terms May Apply

Whenever 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.

2303 Bulletin Boards

The Employer shall provide a 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.

**ARTICLE 24 – CONTRACTING OUT**

2401 No employee shall be laid off or terminated due to the contracting, sub-contracting, transferring out of work by the Employer to non-unit employees.

**ARTICLE 25 – PRESENT BENEFITS**

2501 Present Conditions to Continue

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

**ARTICLE 26 – DURATION**

2601 This Agreement in its entirety shall be binding and remain in effect from June 1, 2019 to May 31, 2023 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to the expiry date.

2602 Changes in Agreement

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

2603 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

**ARTICLE 27 – PROFESSIONAL DEVELOPMENT**

2701 Employees are required to participate in professional development on a yearly basis as follows:

Cook I/II	- eight (8) hours
Assistant I & II / ECE II / Supervisor	- sixteen (16) hours

Employees shall be **granted a day off without pay to attend CPR or First Aide renewal training contingent on staff availability.**

Days not used will not be carried forward.

**ARTICLE 28 – BENEFITS PLAN**

- 2801 Permanent employees who have successfully completed a six-month probationary period will contribute four percent (4%) to a Provincial pension initiative. The pension is with Great West Life Retirement Services. The four percent (4%) will be matched by the Employer as long as the Province of Manitoba continues to reimburse the Employer's portion.
- 2802 Employees will receive fifty percent (50%) reimbursement of their employee pension contributions, up to two percent (2%) of their gross salary for a period of two (2) years paid by the Manitoba Government. The period will start on October 1, 2011 and cease in two (2) years, as advised by Manitoba Early Learning and Child Care. The reimbursement will be recorded and distributed bi-weekly with each eligible employee's regular pay cheque.

**ARTICLE 29 – MANITOBA CHILD CARE ASSOCIATION UNIVERSAL GROUP INSURANCE PLAN**

- 2901 The parties agree all permanent employees shall be covered by the Manitoba Child Care Association Universal Group Insurance Plan.
- 2902 The Employer agrees to pay fifty percent (50%) of all costs associated with the Plan.
- 2903 The parties agree permanent employees who have successfully completed three (3) months of their six (6) month probationary period will be eligible.
- 2904 The Manitoba Child Care Association Universal Group Insurance Plan will commence September 1, 2003.
- 2905 Effective June 1, 2010, only those employees currently on the insurance family option shall continue to do so. All other employees eligible after June 1, 2010 will have fifty percent (50%) of single premium coverage by Employer option.

**ARTICLE 30 – DOMESTIC VIOLENCE LEAVE**

- 3001 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.**
- 3002 An employee dealing with violence or abuse in their personal life will be granted up to ten (10) days of paid leave per year, five (5) of which are paid. If the employee has sick days accrued, they are required to use their sick time for their five (5) paid**

days off. If the employee does not have any sick time accrued, they will be compensated no less than the wages he/she would normally earn for their regular hours of work. The ten (10) days of leave per year may be used consecutively or when needed throughout the year. Employees are also entitled up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period.

**3003 An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.**

- a) **The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.**

#### **ARTICLE 31 – NO ABUSE OR HARASSMENT**

**3101 The Employer and the Union agree that no form of abuse or harassment against employees or Employer will be condoned in the workplace. Both parties recognize the right of all employees to work in an environment free of abuse and harassment and will work together to recognize and resolve such problems as they arise.**

**3201 To assist in minimizing both the frequency and impact of abuse and harassment directed towards employees, the Employer shall ensure that policies are in place which address:**

- a) **the prevention of abuse and harassment;**
- b) **appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;**
- c) **prompt, thorough follow-up to ensure that the needs of the abused employee are met; and**
- d) **the incident is investigated and plans developed to lessen the likelihood of further behaviour.**

**3103 Processing a Complaint/Report of Abuse or Harassment**

- a) **The complainant shall bring the complaint to the Director. The complainant**

may be accompanied by the Shop Steward.

- b) The Director shall instigate an investigation and shall report back to the Shop Steward and the Board of Directors within thirty (30) days.
- c) If the investigation is not complete, a partial or interim report must be submitted.


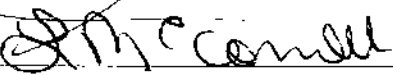
**3104 Employees are encouraged to bring forward complaints that are honestly believed to be harassment or abuse. Only complaints that are proven to have been made for frivolous or vindictive reasons shall result in disciplinary action against the complainant.**

**3105 All complaints, inquiries, investigations and information relating to an allegation of harassment will be treated with the utmost confidence.**

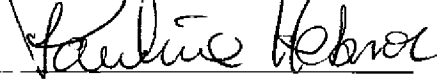
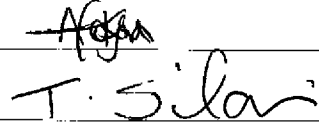
**3106 Where the Employer fails to take appropriate disciplinary action the complaint shall be eligible to be processed as a grievance.**

DATED this 05 day of May, 2022.

ON BEHALF OF THE EMPLOYER:  
CHILDREN'S DEN INC.

  
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ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3060

  
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TS:pnf  
cope491  
May 9 2022

**CHILDREN'S DEN INC.  
SCHEDULE A**

**In effect as of May 1, 2020**

<b>POSITION</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
Cook / CCA	<b>\$12.75</b>	<b>\$13.00</b>	<b>\$13.25</b>
ECE	<b>\$17.50</b>	<b>\$17.75</b>	<b>\$18.00</b>

Employees will move to the next level after completion of one (1) year of employment at the centre on their anniversary date.

**Retroactivity for the Lead Staff back to the start date of the present incumbent.**

Lead Staff	<b>\$19.50</b>
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In the years to follow wage scale will be adjusted with increases to operating grants or as proposed by MELCC with dedicated monies.

Should the employer receive any funding increases that are marked for increase of wages from any level of government, either municipal, provincial, or federal, they will have the option to sit down and enter into negotiations with the Union to negotiate a wage increase. The increase shall be retroactive to the date the funding is implemented.

**Signing bonus of \$1,040.00 to be paid in December 2021.**

TS:pnf  
cope491  
Jan 4 2022

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CHILDREN'S DEN INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3060**

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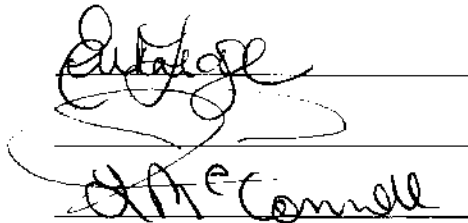
RE: BONUS WEEK OF HOLIDAYS

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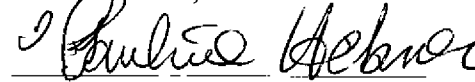
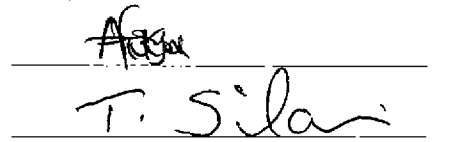
All Employees deemed permanent effective August 2013 will receive a bonus week of holidays in addition to earned credits each year for the duration of their employment.

DATED this 25 day of May 2022.

ON BEHALF OF THE EMPLOYER:  
CHILDREN'S DEN INC.

  
\_\_\_\_\_  
\_\_\_\_\_  
J. A. McConnell

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3060

  
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\_\_\_\_\_  
T. Silan

TS.pnf  
cope491  
Jan 4 2022

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CHILDREN'S DEN INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3060**

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**RE: SEPTEMBER 30, 2023 – NATIONAL DAY FOR TRUTH AND RECONCILIATION**

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The Employer recognizes September 30, 2023, as an observed holiday without loss of pay for CUPE staff.

As such; a one-time additional leave day in lieu shall be granted for the 2023-2024 calendar year. Two (2) days shall be chosen to remain open while splitting the number of staff to be off to acknowledge National Truth & Reconciliation Day.

Furthermore, as per Article 18 of the Collective Agreement:

*"When any of the above holidays falls on a Saturday or Sunday, the Employer shall designate another working day(s), whether the preceding Friday or the following Monday, to be observed as the holiday or holidays in lieu thereof. When Remembrance Day falls on a weekend, the day off with pay will be granted and the day will be taken off at a later date as set by the Employer. Due to the daycare remaining open for Easter Monday, the Employer shall designate an alternate day off for that day."*

SIGNED this Oct 16 day of October, 2023.

ON BEHALF OF THE EMPLOYER:  
CHILDREN'S DEN INC.

R McConnell  
[Signature]  
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ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3060

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[Signature]  
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