

Collective Agreement

- between -

CUPE / Canadian Union
of Public Employees
Local 2348

- and -

 **NorWest Co-op**
COMMUNITY HEALTH

Nor'West Early Learning and Child Care Centre

Term of Agreement:

May 1, 2023 to April 30, 2025

**AMENDED FEBRUARY 20, 2025 TO INCLUDE NEW WAGE TABLE
AND NEW LETTER OF UNDERSTANDING RE: 2.75% PROVINCIAL
WAGE GRID SUPPLEMENT INCREASE 2024 AND RETROACTIVE PAY**

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This Agreement made and entered into this 23rd day of April, 2024.

Between

Canadian Union of Public Employees, Local 2348

(hereinafter referred to as the “Union”),

of the first part;

and

Nor’West Early Learning and Child Care Centre

(hereinafter referred to as the “Employer”),

of the second part.

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) to maintain settled conditions of employment and promote harmonious relations between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (c) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- (d) to encourage excellence of service;
- (e) to maintain a safe work environment.

1.02 It is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

1.03 **Definitions**

An “employee” is a person employed by the Employer and covered by this Agreement.

A “full-time employee” is one who regularly and recurrently works the hours specified in the Hours of Work - Article 23.

A “part-time employee” is one who regularly and recurrently works less than full-time hours.

A “term employee” is one who works full-time or part-time but the duration of the employment is limited to a specific number of hours, days, weeks or months or until completion of a specific project. The term employment will not exceed twelve (12) months unless mutually agreed.

At the expiry of a term, an employee will revert to casual status but will retain their accrued seniority for a period of six (6) months following the termination of the term provided that the term was for one (1) year or more. This seniority can be used to bid for permanent or term positions.

Notwithstanding the above, where the Employer deems a term position to be of an indefinite length, it shall be posted as such. An employee occupying an indefinite term position shall be given two (2) weeks’ notice of termination of the term position.

It is generally agreed that permanent positions are favourable and both parties will attempt to protect permanent positions. Also that the use of term positions is not to deprive an employee of a permanent position. A term will not be unreasonably extended to deprive an employee of a permanent position, wherever reasonably possible.

Temporary employees whose term position has ended will retain their seniority for purposes of applying for any unionized positions posted by the Employer for a period of six (6) months following the termination of their term provided that the term was for one year or more.

A “grant employee” is one who is employed as a result of a Disability Grant being funded. Such employee shall be included in the bargaining unit; however may have benefits restricted in accordance with the provisions of the benefits plan or otherwise by mutual agreement between the Employer and the Union. The provisions of Article 21.04 (Layoff Procedure) and Article 22 (Job Protection Provisions during Restructuring) shall not be applicable to such employees. The designated “grant employee” shall be paid at the appropriate special needs rate or at their classification, whichever is greater.

The Employer agrees in principle that grant employees should be paid according to the Union wage scale for the classification in which they work.

Grant employees whose term position has ended (i.e. staff funded by short term projects) will retain their seniority for purposes of applying for any unionized positions posted by the Employer for a period of six (6) months following the termination of their term provided that the term was for one (1) year or more.

Casual Employee

The words “casual employee” shall mean any person hired to replace sick, vacationing or absent employees and for temporary increases in workload. Replacing full-time or part-time staff for leaves known in advance to be of duration of sixty (60) days or longer will be posted and filled as a “term”.

A “casual employee” is one who is occasionally called by the Employer. The casual employee cannot be scheduled to work for more than a two (2) month block of time.

A casual employee is excluded from the bargaining unit.

The term “Union” shall mean the Canadian Union of Public Employees, Local 2348.

The term “Employer” shall mean Nor’West Early Learning and Child Care Centre.

The term “parties” shall mean the Union and the Employer.

A bargaining unit employee who works hours as a substitute for another employee in addition to her scheduled hours will be treated as a bargaining unit employee for all hours worked and will be paid the Collective Agreement rate applicable to the work being performed.

- 1.04 Both parties agree in principle that equal pay shall be granted for work of equal value, and that this principle shall be recognized to be implicit in the terms of this Agreement.

This Article shall in no way diminish the rights of the Employer as outlined in Article 3.01.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as exclusive collective bargaining agent for all of its employees, covered by MLB Certificate No. MLB 6797 issued on August 17, 2010, to Nor’West Early Learning and Child Care Centre and/or listed in Schedule “A”.

2.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal employment agreement with the Employer, which conflicts with the terms of this agreement, except in cases mutually agreed upon by the Union, Employer and Employee.

2.03 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except, for the purpose of instruction, or in case of absenteeism or in emergency situations, or as mutually agreed upon by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 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 service, 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 and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.

The Employer shall exercise its right to direct the working force reasonably and in good faith.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination practised as defined in the *Human Rights Code* of Manitoba and further there shall be no discrimination, restrictions, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or discharge on any discriminatory basis, including, but not limited to:

- political belief affiliation or activity
- ancestry, including color and perceived race
- national origin, ethnic or cultural background
- sexual orientation
- sex, including pregnancy
- gender identification
- marital status, family relationships
- place of residence

- physical or mental disability (which does not render an employee incapable of performing assigned duties following reasonable accommodation by the Employer, employee and Union)
- age
- physical appearance
- non-violent criminal record
- history of mental health problem and or treatment
- or membership or activity in the Union,

except as may be allowed under the *Human Rights Code*.

An action, which would otherwise be considered discriminatory, may be permitted, with the mutual consent of the Employer and Union, in unusual circumstances (e.g. affirmative action).

4.02

No Abuse or Harassment

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.

To assist in minimizing both the frequency and impact of abuse and harassment directed toward 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.

4.03

Personal Harassment Defined

Personal harassment is defined as repeated unconstructive and offensive comments or actions which offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

4.04 Sexual Harassment Defined

Sexual harassment shall be defined as sexually oriented behaviour that undermines an employee's health or job performance, or endangers the employee's status or potential. Examples may include:

- (a) demands placed on an employee outside of her existing job description that are perceived to be based on reinforcing existing sex role stereotypes;
- (b) impediment by obstruction of physical or professional progress;
- (c) intimidation by following, gesturing obscenely, heckling, or insulting, making rude noises, exposure of genitals/breasts;
- (d) coercion by threatening withdrawal of professional support or cooperation, or termination of professional relationship unless the person agrees to sexual activity or by requesting or suggesting sexual activity as payment for past or future professional assistance or consideration;
- (e) annoyance by repeated and persistent irritating, sexually suggestive acts or comments.

4.05 Processing a Complaint/Report of Abuse or Harassment

The Employer must immediately initiate an investigation upon receiving a report or being informed of an incident of abuse or harassment. The investigation must be completed within fifteen (15) working days. The initial investigation will include an assessment of the safety and health of the employees involved and appropriate action will be taken to protect them.

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.

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

A Union representative must be present at any meeting where the Employer is taking disciplinary action against the harasser and that Representative is responsible to report to the complainant of the course of action taken by the Employer.

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

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 5.01 As a condition of employment, all new employees covered by this agreement will become members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 - CHECKOFF OF UNION DUES

6.01 Checkoff Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. The Union shall be responsible for any liability the Employer incurs as a result of such deductions.

- 6.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, unless otherwise agreed, accompanied by a list of names and any changes of addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

- 6.04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessments and such change shall occur no more frequently than twice per twelve (12) month period.

ARTICLE 7 - UNION ORIENTATION

- 7.01 On commencing employment, the employee's supervisor or designate shall introduce the new employee to her Union Steward.

The Employer agrees to provide the Steward and new employee a reasonable period of time for the familiarization of the employee in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. Such meeting shall occur at a mutually agreed to time within the first thirty (30) days of employment.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate.

ARTICLE 9 - LABOUR MANAGEMENT/BARGAINING RELATIONS/COMMITTEES

9.01 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of equal representatives of the Employer and the Union unless otherwise mutually agreed upon. The Committee shall enjoy the full support of both parties in the interests of maximum service to the clients and the maintaining of harmonious relations.

9.02 Labour Management Committee

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.03 Jurisdiction of Labour Management Committee

The Committee shall deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.04 Workplace Safety and Health Committee

The Committee shall have jurisdiction over matters pertaining to workplace safety and health and shall function in this regard in accordance with Section 40 of the *Workplace Safety and Health Act*.

The composition of the Safety and Health Committee will continue consistent with current practice with one employee member appointed from the Nor'West Early Learning and Child Care Centre to accompany employee committee members from the other Nor West programs.

9.05 Union Negotiating Committee

Two (2) employees shall be allowed to attend meetings with the Employer for the purpose of collective bargaining negotiations unless otherwise mutually agreed upon. The Union will advise the Employer of the members of its negotiating committee.

Two (2) employees shall be allowed to attend meetings for the purpose of contract negotiations with remuneration. Such costs will be limited to the equivalent of five (5) regular days' pay and shall apply only when the employee is required to meet during regularly scheduled hours.

9.06 Consensual Bargaining

In the interest of maintaining and improving harmonious relations and settled conditions of employment between the Employer and the Union, both parties agree to work towards achieving a Collective Agreement through a cooperative and problem-solving manner.

9.07 Advisors to the Parties

Either party shall have the right at any time to access technical and/or other resources during negotiations.

9.08 Access

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s)/ Advisor(s) shall have access to the Employer's premises when prior notice is given in order to investigate and assist in the settlement of a grievance and/or to communicate with the members.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Copies of Resolutions

Copies of all Board minutes (excluding in camera discussions), motions, resolutions, bylaws, rules and regulations adopted by the Employer which affect the members of this Union are to be maintained, updated and made accessible.

ARTICLE 11 - UNION REPRESENTATION

11.01 Election of Stewards

The Employer acknowledges the right of the Union to appoint stewards, whose duties shall be to assist any employee which the Union represents, in matters relating to the activities of the Union, including presentation of grievance. The Union shall advise the Employer of the names of the stewards.

11.02 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties as stewards.

No steward shall leave the building during working hours on Union business without obtaining the permission of the Employer. Permission shall not be withheld unreasonably.

11.03 Union Representation

The Union agrees to provide the Employer, in writing, and within seven (7) working days of elections being held, a current list of officers and authorized representatives with whom the Employer shall deal in regards to matters arising out of the Collective Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition of a Grievance

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

12.02 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the manner set out below. However, nothing precludes the parties from resolving the grievance via conciliation, mediation or informal discussions or in any other fashion that they may deem appropriate.

At any step of the grievance process, the grievor has the right to be present and have a Union representative.

Step 1

Within fifteen (15) working days after the event giving rise to the grievance, or within fifteen (15) working days that the employee became aware of the event that forms the substance of the grievance, the employee shall, with the assistance of the Union Steward if they so desire, notify her immediate supervisor of her grievance.

The grievor and the supervisor shall meet within five (5) days of notification in an attempt to resolve the dispute. Failing satisfactory resolution, the Supervisor shall render written decision regarding the dispute within five (5) working days of the meeting.

Step 2

Failing satisfactory resolution in Step 1, the Union shall, within fifteen (15) working days of the supervisor's written decision, submit the grievance in writing to the Executive Director (or designate). The Executive Director (or designate) shall meet with the Union and the grievor within ten (10) working days of the receipt of the grievance in an attempt to resolve the dispute. The Executive Director or designate shall render written decision on the outcome of the dispute within ten (10) working days of the meeting.

Step 3

Failing satisfactory resolution to the grievance in Step 2, either party may submit the matter to arbitration in accordance with Article 13.

12.03 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Step 1 may be by-passed. However, such grievance shall be filed within twenty (20) working days of the event giving rise to the grievance or the employee becoming aware of the substance of the grievance.

12.04 Time Lines

The time limits in the grievance and arbitration procedure shall be directory in nature. (However, neither party shall be entitled to use the time lines to prejudice the position of the other.)

ARTICLE 13 - ARBITRATION PROCEDURE

- 13.01 Within thirty (30) working days of receipt of the written decision in Step 3, either party may refer the dispute to arbitration by giving written notice to the other party.
- 13.02 Both parties shall attempt to agree to the selection of a sole arbitrator. Unless both parties agree to the selection of a sole arbitrator within five (5) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 13.03 The two (2) named members of the Board shall, within ten (10) working days, name a third member to the Board who shall be chairperson. In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a Chairperson.

- 13.04 The sole arbitrator or Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 13.05 The sole arbitrator or Arbitration Board shall determine her own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.
- 13.06 The decision of the sole arbitrator or the majority of the Arbitration Board shall be final and binding and enforceable on all parties and may not be changed.
- 13.07 Within five (5) working days following receipt of a decision in writing, should the parties disagree as to the meaning of the decision of the sole arbitrator or Arbitration Board, whichever the case may be, either party may apply to the Chairperson of the Arbitration Board or the sole arbitrator for explanation or clarification of the decision. Within five (5) working days the Arbitration Board or the sole arbitrator shall reconvene a meeting to clarify the decision.
- 13.08 Expenses of the Arbitration
- Each party shall pay:
- (a) the fees and expenses of the nominee it appoints;
 - (b) one-half (½) of the fees and expenses of the Chairperson or sole arbitrator.
- 13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 13.10 The time limits in the arbitration procedure may be extended by written consent of the parties.

ARTICLE 14 - REPRIMAND, SUSPENSION, AND DISMISSAL

- 14.01 Both parties recognize the value of progressive discipline with the aim of being corrective in application. Both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.
- In general, the steps to be followed are:
- (a) Verbal reprimand
 - (b) Written reprimand

(c) Suspension

(d) Dismissal

14.02 The Employer shall not discipline, discharge, or suspend an employee except for just cause.

14.03 The Employer shall schedule a meeting with the employee for any planned disciplinary action. The employee shall receive prior notification of the nature and reason for the disciplinary meeting scheduled by the Employer.

14.04 The employee so affected will be given the opportunity to make representation on her own behalf or with the assistance of a Representative of the Union if she so desires.

14.05 In any case of disciplinary action, the employee concerned, or the Union on her behalf, shall have the right to submit said disciplinary action to the grievance and arbitration procedure.

14.06 Verbal Reprimand

Verbal reprimand shall be defined as a verbal reprimand given by the Employer, where a notation is made in the employee's personnel file.

14.07 At the scheduled meeting, the Employer shall discuss with the employee possible means of correcting the particular cause of the verbal reprimand.

14.08 The Employer shall make a note of the date, subject matter of the verbal reprimand, and corrective action discussed in the employee's personnel file. This note is to be removed from the file one year following the occurrence provided that there has been no further reprimand or discipline on this matter.

14.09 The Employer may use the verbal reprimand more than once with any employee, but must have issued at least one verbal reprimand before moving on to the next step in the process.

14.10 Written Reprimand

Written reprimand shall be defined as a written report given to the employee outlining the circumstances and action of the employee which made the disciplinary action necessary.

14.11 At the scheduled meeting the Employer will discuss with the employee ways and means of corrective intervention with regard to the written reprimand, and these corrective actions shall be part of the written report.

- 14.12 A copy of the report shall be sent to the Union Representative. The employee shall be required to sign an acknowledgment that such report has been given to her. The employee shall have the right to respond in writing and that response shall become part of the permanent record.
- 14.13 If, after a two (2) year period, no further disciplinary action is recorded on the same matter, the employee may request that the written reprimand be removed from the personnel file. Such request shall not be unreasonably denied.
- 14.14 The Employer may use the written reprimand more than once with any employee, but must have issued at least one (1) written reprimand before moving on to the next step in the process.
- 14.15 Suspension
- Suspension shall be defined as when the Employer directs the employee to be absent from work (with or without pay) for a period of time for the purpose of:
- (a) an investigation and/or;
 - (b) a corrective action and/or;
 - (c) during which a corrective process will take place.
- 14.16 Dismissal
- Dismissal shall be defined as termination of employment for just cause.
- 14.17 Exceptions to the Process
- Notwithstanding any of the above, the Employer reserves the right to bypass any step in the Reprimand process, or suspend an employee with or without pay where there are allegations of a serious nature directly impacting on the work environment or client care. In such cases the Employer shall investigate the allegations to determine appropriate measures to be taken. Examples of serious allegations may include, but are not limited to allegations of sexual harassment, being under the influence of alcohol or drugs at work, or breach of confidentiality, jeopardizing the safety of children or staff, or mental or physical abuse of children or staff.

ARTICLE 15 - PERSONNEL FILES

- 15.01 There shall be one (1) personnel file maintained by the Employer for each employee. Information from this file cannot be shared with any other Employer or agency without the written consent of the employee.

15.02 An employee shall have the right to have access to her personnel file and to be accompanied by a Union Representative if she so elects. She shall have the right to make copies of any material in her file. She shall have the right to respond in writing to any documents contained therein. Such response shall become part of the permanent record.

15.03 An employee shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce to the personnel file, or make use of any derogatory entry unless the employee has been made aware of its contents.

ARTICLE 16 - SENIORITY

16.01 Seniority Defined

Seniority is defined as the total accumulated regular paid hours in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

16.02 Seniority List

The Employer shall maintain a seniority list showing the total accumulated regular paid hours for each employee. An up-to-date seniority list shall be sent to the Union upon request. Such requests shall normally not be made more than once in a one (1) year period.

16.03 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave/income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of Workers' Compensation benefits (up to a limit of twenty-four [24] months) as applicable;
- (f) is on any period of short or long term disability plan payments (up to a limit of twenty-four [24] months) as applicable;
- (g) is on any period of approved unpaid leave of absence for Union purposes of up to two (2) years;

- (h) is on any period of approved maternity, adoption, or parental leave (paid or unpaid).

16.04 Seniority will be maintained but not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twenty-four (24) months;
- (c) is on a trial period of an out-of-scope position;
- (d) is on Workers' Compensation benefits in excess of twenty-four (24) months;
- (e) is on long term disability plan payments in excess of twenty-four (24) months;
- (f) is applying for work within six (6) month period after term or grant work has ended provided that the term of employment was one (1) year or more.

16.05 Loss of Seniority

An employee shall only lose her seniority in the event:

- (a) she is discharged for just cause and is not reinstated;
- (b) she resigns in writing and does not withdraw within two (2) working days;
- (c) she is laid off for a period of twenty-four (24) months;
- (d) fails to report for work as schedule at the end of a leave of absence or suspension or does not report to work upon recall, without explanation satisfactory to the Employer;
- (e) promoted or transferred out of the Bargaining Unit;
- (f) retires;
- (g) she completed a term or grant position that was less than one (1) year;
- (h) that six (6) months has passed since the end of her term or grant position that was more than a year.

ARTICLE 17 - PRORATION OF THE AGREEMENT

17.01 This Agreement is applicable on a pro rata basis based on hours paid of regular rate of pay for all part-time employees and term employees except as indicated in specific clauses. Casual employees may be included on a pro rata basis as per clause 1.03.

ARTICLE 18 - JOB POSTINGS

18.01 When a new position is created or an existing position becomes available, either inside or outside of the bargaining unit, the Employer shall post a notice of the position. The posting shall be for a minimum of one (1) week.

The Employer will not advertise externally before an internal posting has occurred. However, such postings can happen simultaneously.

18.02 Information in Postings

Such notice shall contain the following information:

- Nature of position, qualifications, required knowledge and education skills, shift, wage or salary rate or range.

ARTICLE 19 - PROMOTIONS AND TRANSFERS

19.01 Promotions and Transfers

Seniority shall be the determining factor in matters of promotion and transfers, subject to the employee being able to meet the physical requirements of the job and having the required ability, skill, qualifications and a good employment record (refer to personnel files) in accordance with Article 15.02.

19.02 The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

ARTICLE 20 - PROBATIONARY AND TRIAL PERIODS

20.01 Trial Period - Internal Transfer or Promotion

The successful applicant shall be notified within fourteen (14) days following the selection committee's recommendation to the Employer. Conditional on satisfactory performance, the employee shall be declared permanent after a trial period of three (3) months, excluding unpaid leaves. A request from the Employer to extend the trial period will not be unreasonably denied.

During this period an employee may return to her former position at her own request or at the insistence of Employer if found unsuitable without loss of seniority or other accumulated benefits. Any other employee promoted or transferred because of the arrangement of positions shall be returned to her former position without loss of seniority or other accumulated benefits.

It is understood that the purpose of the trial period is to provide a period of familiarization and orientation during which the employee and the Employer may assess the match between the employee's skill set and the requirements of the job. It is not seen as a training period.

Feedback between the employee and the Employer shall occur throughout the trial period. The purpose of the feedback is to provide positive feedback and address issues as they arise with the goal being that the promotion or transfer be successful. The Employer and the employee agree that issues which may result in an unsuccessful trial period will be brought forward in a timely manner giving opportunity to address the identified concerns and provide notice to other affected employees.

20.02 Probation of Newly Hired Employees

All newly hired full-time employee(s) shall be hired on a probationary basis for a period of six (6) months from the date of hiring, excluding unpaid leaves. A request from the Employer to extend the trial period will not be unreasonably denied. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

Feedback between the employee and the Employer shall occur throughout the probationary period. The purpose of the feedback is to provide positive feedback and address issues as they arise with the goal being that the appointment to the position be successful.

The Employer and the employee agree that issues which may result in an unsuccessful probationary period will be brought forward in a timely manner giving opportunity to address the identified concerns.

ARTICLE 21 - LAYOFFS AND RECALL

21.01 Definition of a Layoff

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.

21.02 Notice to Union

Prior to any layoff involving permanent employees, the Employer shall notify the Union of any pending layoffs as soon as possible.

21.03 Notice to Employee

Employees to be laid off shall be given a minimum of one (1) pay period's notice or pay in lieu of notice not given. Notice of layoffs shall be copied to the Union.

21.04 Layoff Procedure

Layoffs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the required qualifications and ability to perform the work required.

21.05 Recall Procedure

To be eligible for recall, the employees must file their name and current address with the Employer at the time of layoff and at the time of any subsequent change.

A person who is laid off must respond to the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address.

Employees who are laid off shall be recalled in order of seniority to positions for which they possess the required qualifications and ability.

The right of a person who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:

- (a) after twenty-four (24) months of layoff;
- (b) if the person did not communicate with the Employer as specified above, and
- (c) if the person does not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

21.06 No New Employees

No new employees shall be hired until all laid off employees who possess the required qualifications and ability to perform the duties of the position have been given the opportunity of recall.

ARTICLE 22 - JOB PROTECTION PROVISIONS DURING RESTRUCTURING

22.01 The following is not applicable for termination of indefinite term positions, which have been created as a result of provisional licensure of the Day Care.

With respect to the development of any restructuring plan, which may result in a layoff, or the reduction of hours of bargaining unit members, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

22.02 Staffing Committee

A Staffing Committee shall be formed on an ad hoc basis, to deal with any restructuring issues and may be a subcommittee of the Labour/Management Committee. This committee shall meet during the process.

The function of the Staffing Committee is to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (a) identifying and proposing possible alternatives to any action that the Employer may propose taking;
- (b) identifying and seeking ways to address the retraining needs of employees;
- (c) identifying vacant positions within the Clinic for which surplus members of the bargaining unit might qualify, or such positions, which are currently filled but are expected to become vacant within a twelve (12) month period.

22.03 Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Employer and from the Union. The number of representatives is to be determined locally.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. The Employer shall make typing and other such clerical assistance available as required. Replacement costs shall be covered in accordance with Article 9.05.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

22.04 Disclosure

To allow the Staffing Committee to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staff information and with a copy of any reorganization plans, which impact on the bargaining unit. Both parties shall provide such other information as is reasonably required to allow the Committee to fulfill its mandate.

22.05 Confidentiality

Information and discussions of the Committee shall be confidential unless agreed or otherwise determined by a majority of the Committee.

22.06 Accountability

The Committee shall submit its written recommendations to the Executive Director or her designate. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. The Executive Director shall notify the Committee of the Board's decision with written reasons available upon request.

22.07 Resulting Agreement

Any agreement between the Employer and the Union which may modify, alter or contravene an existing collective agreement provision resulting from the Staffing Committee process, including such actions as are required to implement the agreement, shall be included as a new Letter of Understanding in the Collective Agreement.

22.08 Change of Corporation

This Collective Agreement will remain in force if there is a change in ownership of the Corporation.

ARTICLE 23 - HOURS OF WORK23.01 Regular Hours of Work

Regular hours of work in full-time employment shall be:

- Eight (8) hours per day excluding one (1) hour unpaid meal period and including two (2) fifteen (15) minute paid rest periods.

23.02 Regular Work Period of Full-time Employees

The regular work period of full-time employees shall consist of:

- Eighty (80) hours biweekly. The regular workweek shall be Monday to Friday inclusive unless otherwise mutually agreed between the employee and the Employer.

23.03 Breaks

Employees shall be entitled to:

- An uninterrupted, unpaid one (1) hour meal period and two (2) paid fifteen (15) minute rest periods to be scheduled by the Employer.

23.04 Modified Work Schedule

A modified work schedule may be implemented by mutual agreement between an employee and the Executive Director or designate.

23.05 An employee reporting for work and finding no work available shall be paid three (3) hours at her basic rate of pay. However, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.

23.06 The Employer shall host a monthly staff meeting with all employees together in order to maintain consistency of services and improve communication. Staff meetings will not be held in July and August unless required.

ARTICLE 24 - OVERTIME AND FLEX-TIME

24.01 Overtime Defined

- (a) All time worked which is authorized by the Employer beyond the normal workday and biweekly period (as specified in Article 23.02 - Regular Work Period of Full-time Employees) shall be considered as overtime. Normally advanced authorization shall be required.
- (b) During times Management deems overtime is required in order to maintain provincially mandated staffing levels, employees may be required to stay past their scheduled shifts. Mandatory overtime will be allocated in seniority order (for clarification, the junior employee will be required to stay if senior staff decline the opportunity). It is further understood that if time permits, the Employer will contact casual/subs to come in before someone is required to stay who does not want to work mandatory overtime.

24.02 Overtime Paid Out

Overtime shall be paid out at the rate of time and one-half (1½). By mutual agreement between the Employer and employee, overtime may be compensated by granting time off at overtime rate (1½ times regular rates). Overtime accumulated but not used within three (3) months may be paid out.

24.03 Flex-time Defined

All time worked which is not authorized by the Employer beyond the normal workday or biweekly period (as specified in Article 23 - Hours of Work), but where in the employee's judgement the work is essential to the operation of the facility, shall be considered as flex-time.

The need for and use of flex-time will be reviewed with employees on a regular basis and the ongoing use of flex-time will be mutually agreed upon by both parties.

Flex-time will be maintained in a flex-time bank with a written record.

Flex-time will be compensated by granting equivalent time off at regular rate of pay.

Employees are encouraged to take flex-time back in the same pay period in which it is accumulated. However, employees will be allowed to bank hours to a maximum of three (3) days (as specified in Article 23 - Hours of Work) after which no further flex-time will be allowed to accumulate until the bank has been reduced. Exceptions to these generalities to be made by mutual agreement between the Employer and employee.

Flex-time banks must be cleared by fiscal year end unless otherwise arranged by mutual agreement between the Employer and the employee. If flex-time is to be paid out, it shall be done so on a separate cheque.

ARTICLE 25 - HOLIDAYS

25.01 (a) The Employer and the Union recognize the following as paid holidays:

New Year's Day	Labour Day
Jour de Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	

and any other day proclaimed as a holiday by the Federal or Provincial Governments.

- (b) The Employer agrees to shut down the day care at 1:00 p.m. on Christmas Eve and on New Year's Eve when the Employer can accommodate and only on days the Employer is operating.

25.03 Religious Holidays

An employee wishing to observe a bona fide religious holiday not referenced in 25.01 may request such day and will be granted time off without pay or may be allowed to access accrued overtime, banked time or vacation, as long as the request is made at the time of vacation requests by April 30th of each year.

- 25.04 Part-time employees will be paid five percent (5%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular paycheque.

- 25.05 An employee who is scheduled to work on one of the holidays listed in 25.01 shall receive a rate of pay at time and one-half or equivalent time off in lieu of that holiday pay. Time off is to be taken at a time mutually agreed upon by the employee and the Employer.

- 25.06 When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon by the employee and the Employer.

ARTICLE 26 - VACATIONS

- 26.01 The vacation year shall be designated as the twelve (12) month period commencing April 1st and ending March 31st.

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

Normally vacation will be taken in the year following its accrual. Employer and employee may mutually agree to use accrued vacation in the year it was accrued. All prior year vacation accrual must be taken by the end of the current vacation year unless otherwise mutually agreed by employee and Employer.

- 26.02 Employees shall earn vacation on the following bases:

- (a) First to third years of employment - Fifteen (15) working days/year;
 (b) Fourth to tenth years of employment - Twenty (20) working days/year;

- (c) Eleventh to twentieth years of employment - Twenty-five (25) working days/year;
- (d) Twenty-first and subsequent years of employment - Thirty (30) working days/year.

26.03 The Employer agrees to hold back vacation pay for part-time and grant employees and to pay out their vacation pay at the time of their vacation.

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

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

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

26.05 Where an employee qualifies for sick leave, bereavement leave, jury leave or any other approved leave during or prior to 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 and with the approval of the Employer.

For the purpose of this article, documentation of illness for any period of time must be provided if requested.

26.06 The Employer shall establish vacation schedules based on the operational requirements of the Child Care Centre and the preferred period of vacation for each employee. An employee must submit her vacation request by no later than April 30 in any year to maintain her seniority preference. Where a conflict exists between employee preference the employee with the most seniority shall be assigned the vacation period in dispute.

26.07 When a vacation cannot be mutually agreed upon between the employee and the Employer by December 31st of each vacation year, the assignment of the vacation period shall be at the discretion of the Employer.

ARTICLE 27 - SICK LEAVE

27.01 Sick Leave Defined

Sick leave means the period of time an employee is unable to work due to illness or disability for physical, mental or emotional reasons or is exposed to a contagious disease, or under examination or treatment of a health care provider.

The unused portion of an employee's sick leave shall accrue with no maximum but the employee shall not be allowed to cash-out unused sick leave in time or money, at the end of her employment.

Employees are encouraged to schedule their medical appointments at times not in conflict with their work, but if that is not possible they may use sick leave (if they have time accrued) for the time necessary for such appointments. It is understood that seventy-two (72) hours' advanced notice must be provided by the employee to the Employer for such leave. In exceptional circumstances, such as a specialist appointment scheduled on short notice, the seventy-two (72) hour notice period will be waived.

27.02 Pay and Benefits during Sick Leave

Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter (1¼) days for every month an employee is employed.

27.03 Disability and Rehabilitation (D&R), Workers' Compensation (WCB) and Manitoba Public Insurance Company (MPIC) Benefits

An employee must apply for D&R/Workers' Compensation and MPIC benefits and collect these benefits to the extent possible unless collecting the benefit would disentitle her from Employment Insurance maternity/parental benefits.

27.04 Illness in the Family

An employee shall be entitled to use accumulated sick credits, for the purpose of providing for the needs during illness of a person in the employee's family.

27.05 Documentation of Illness

The Employer reserves the right to require satisfactory documentation of illness from a specified type of qualified healthcare practitioner (outside of the bargaining unit) under the following circumstances:

- (a) to confirm illness in regard to claims for sick leave in excess of three (3) working days;
- (b) where abuse is suspected;
- (c) to determine the approximate length of sick leave;
- (d) to establish the employee's ability to perform the duties of her position.

Failure to provide such documentation when requested may disqualify an employee from receiving sick leave benefits.

The Employer shall reimburse the employee for any reasonable cost incurred in obtaining required documentation.

27.06

Income Protection and Workers' Compensation

For WCB claims filed after date of ratification of this Agreement:

An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board (WCB). Workers' Compensation payment will be paid directly to the employee by WCB.

By application from the employee, the Employer will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. Such supplementation shall continue for a maximum period of one hundred and nineteen (119) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and employment insurance contributions and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the facility to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the facility's pension plan, dental care plan and life insurance plan as if the employee was not disabled.

If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

If at any time it is decided by the Workers' Compensation Board that a supplement paid by an Employer during a claim for compensation benefits must be offset against benefits otherwise payable by the by the Workers' Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

In accordance with Section 41(6)(b) of the *Workers' Compensation Act of Manitoba*, the Employer shall make application to the Workers' Compensation Board by January 1, 1994 in order that the Workers' Compensation Board may

determine whether or not the supplement referenced in this Article shall continue in effect after January 1, 1995.

Further to this, the Facility shall notify Workers' Compensation of salary adjustment at the time they occur:

- (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Facility requesting an advance subject to the following conditions.
- (b) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (c) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (d) The employee shall reimburse the Facility by assigning sufficient WCB payments to be paid directly to the Facility to offset the total amount of the advance.
- (e) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Facility shall recover the total amount of the advance by payroll deduction.
- (f) Upon request, the Facility will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Facility.

27.07

Work Assessment

Where the Workers' Compensation Board recommends a work assessment period or a modified return to work period, the Facility upon official written request will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.

ARTICLE 28 - LEAVES OF ABSENCE

28.01

Leave of Absence for Union Functions

- (a) Upon written request to the Employer with sufficient notice, an employee elected or appointed to represent the Union at conventions, committees, or

seminars shall be allowed leave of absence without pay, providing operational requirements permit.

- (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 pay and without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

28.02 Leave of Absence for 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 but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.

28.03 Paid Bereavement Leave

- (a) An employee shall be granted up to 5 (five) regularly scheduled days leave without loss of pay and benefits, one which shall be the day of interment or cremation, in the case of the death of a parent, wife, husband, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, stepchildren, stepparents, latest foster parents, former legal guardian, fiancé, sister's husband/brother's wife, and any other relative who was residing in the same household at the time of his/her death.

One (1) day may be retained for use in the case where actual interment or cremation is at a later date.

An employee shall be granted up to one (1) scheduled day's leave without loss of pay and benefits in the case of the death of a niece or nephew. This day can be retained for the day of internment or cremation.

- (b) Necessary time off up to one (1) day at basic shall be granted to an employee to attend a funeral as a pallbearer.
- (c) Necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a mourner.

28.04 Jury and Witness Duty

An employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay and remit to the Employer any payment received except reimbursement of expenses.

28.05 Citizenship Leave

An employee will, with sufficient notice, be granted the necessary time off without loss of pay to process her Canadian citizenship to a maximum of two (2) days.

28.06 Voting Leave

In the event that an employee's scheduled work hours would not permit four (4) consecutive hours for the purpose of voting while polls are open the Employer will adjust work schedules accordingly.

28.07 General Leave

An employee will be required to submit, with reasonable notice, a written request to the Employer for any unpaid leave of absence. Such request must specify the reason for the leave of absence and the duration and will be considered on an individual basis. During this leave seniority will be affected as per Article 16 - Seniority.

When an unpaid leave in excess of four (4) weeks is granted the anniversary increment for the employee will move forward in direct relation to the length of the leave.

28.08 Educational Leave(a) Education Leave Defined

Education leave is paid or unpaid time taken by staff to improve professional capability and is pertinent to the work of the Centre. The following types of leave may be considered to fall under the classification of education leave:

- (i) conferences;
- (ii) workshops;
- (iii) course or classes;
- (iv) studying and taking examinations for professional certification/ registration;

- (v) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);
 - (vi) other situations as mutually agreed between the employee and the Employer.
- (b) Attendance will be at the discretion of the Employer. All requests are to be made in writing and shall include:
- (i) Date of event;
 - (ii) Agenda of event;
 - (iii) Value to centre;
 - (iv) Value to employee;
 - (v) Breakdown of costs and assistance requested;
 - (vi) Notice of invitation to take part or be present at event and copy of abstract of paper (if applicable).
- (c) When the Employer requests an employee to attend a conference or workshop, the Employer shall pay all reasonable costs.
- (d) When the employee requests to attend such functions the Employer may supplement the costs incurred by the Employee.
- (e) **Professional Development Day (PD Day)**

All employees will attend two (2) paid Professional Development Days per year at a date selected by the Centre.

28.09

Maternity/Paternity Leave

- (a) Protection Prior and during Maternity Leave

As per relevant Human Rights legislation, maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to a foetus or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled.

The Employer is entitled to require an employee to stop work if the state of her health becomes incompatible with the requirements of her job.

(b) Maternity Leave

A maximum of seventeen (17) weeks of maternity leave per pregnancy will be granted subject to the following conditions:

- (i) A written request must be submitted not later than the end of the fifth month of pregnancy and not less than one (1) month before the intended date of leave.
- (ii) The employee must have completed six (6) months of continuous employment prior to the intended date of leave unless otherwise agreed by the Employer.

28.10 Parental Leave

A maximum of thirty-seven (37) weeks of parental leave per pregnancy will be granted for regular parental leave or up to sixty-three (63) weeks in the case of extended parental leave.

In order to qualify for parental leave an employee must:

- (a) submit a written request to Employer;
- (b) be a parent of a new child;
- (c) have completed six (6) continuous months of employment with the Employer;
- (d) subject to Section (e), parental leave must commence not later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and control of the employee;
- (e) where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave without a return to work unless otherwise approved by the Employer.

28.11 Payment during Parental Leave

Parental leave is an unpaid leave.

28.12 Adoption Leave (covered under parental leave)

An employee shall receive adoption leave of up to thirty-seven (37) weeks' unpaid leave for regular parental leave or up to sixty-three (63) weeks in the case of extended parental leave 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 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 six (6) months of consecutive employment as of the date of the intended leave;
- (d) Parental leave related to adoption must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

28.13 Additional Time Off

All other time as may be provided shall be on a leave without pay basis to a combined maximum of one (1) year unless agreed otherwise by the Employer.

- 28.14 A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated sick leave before or after the period covered by EI.

28.15 Seniority during Maternity/Parental Extended Related Leave

See Article 16.03 - Seniority.

28.16 Return to Work

On return from maternity leave the employee shall be placed in her former position at the same rate of pay.

An employee may end her maternity/parental/adoption leave early by giving the Employer written notice at least two (2) weeks, or one (1) pay period (whichever is longer), before the day he/she wishes to end the leave.

28.17 Benefits during Unpaid Maternity/Parental Leave

The employee shall have the right, herself, to continue her and the Employer's portion of payments of benefits as per contract with the benefit carrier. The employee must keep all of the coverages that were in force prior to the maternity/parental/adoption leave or opt out of all of these coverages until their scheduled return to work date.

28.18 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, 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 income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 28.03.

28.19 Interpersonal Violence Leave

- a. **For the purposes of this Article the meaning of “common-law partner”, “dependent”, “interpersonal violence” and “parent” are as defined in sections 59.9(1) and 59.11(1) of the *Manitoba Employment Standards Code*.**
- b. **An employee is entitled to interpersonal violence leave if:**
 - i. **the employee or a dependent is a victim of interpersonal violence; and**
 - ii. **the employee has been employed by the same Employer for at least ninety (90) days.**
- c. **An employee is entitled to both the following periods of interpersonal violence leave in each fifty-two (52)-week period:**
 - i. **leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;**

- ii. **leave of up to seventeen (17) weeks to be taken in one continuous period;**
 - iii. **employees can take the leave in any order that meets their individual circumstances.**
- d. **An employee may take an interpersonal violence leave only for one or more of the following purposes as they relate to the employee or to a dependent to:**
 - i. **seek medical attention in respect of a physical or psychological injury or disability caused by the domestic violence;**
 - ii. **obtain services from a victim services organization;**
 - iii. **obtain psychological or other professional counselling;**
 - iv. **relocate temporarily or permanently;**
 - v. **seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence; and**
 - vi. **Any other prescribed purpose.**
- e. **For the purpose of this section, a child is also considered to be a victim of interpersonal violence if they are directly or indirectly exposed to interpersonal violence experienced by:**
 - i. **a parent;**
 - ii. **a parent or child of a person referred to in clause (a);**
 - iii. **a spouse or common-law partner of the child;**
 - iv. **a child of the child; or**
 - v. **any other person who lives with the child as a member of their family.**
- f. **Subject to Article 28.19 (g), leave taken under this section is unpaid leave.**
- g. **An employee shall be granted up to five (5) days of leave in a fifty-two (52)-week period as paid leave, provided that when giving notice under Article 28.19 (h) the employee notifies the Employer which days, if any, are to be paid leave.**
- h. **Subject to Article 27.02 an employee shall be entitled to utilize income protection or banked time for the five (5) days paid leave in section 28.19 (g).**

- i. **If an employee takes any part of a day as leave under this section, the Employer may count that day as a day of leave for the purpose of this section.**
- j. **An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the Employer.**
- k. **An employee who has taken leave under 28.19 (c) (ii) may end their leave earlier than the date specified by giving the Employer written notice of at least two (2) weeks. 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.**
- l. **An employee taking leave under this section is required to provide the Employer with reasonable verification of the necessity of the leave upon request.**
- m. **Situations involving interpersonal violence shall be treated in strict confidence by both the Employer and the Union (where relevant) except where disclosure to another employee is required in order for them to carry out their duties, where disclosure is required by law or where the employee has given consent.**

ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES

29.01 Pay Periods

Pay periods shall be every two (2) weeks in length. Paydays shall be every second Thursday. A deduction sheet shall be included with each paycheque. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement.

29.02 Rate of Pay on Changes

When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in her new classification, which will provide an immediate increase of salary. The salary increase must be a minimum of 50¢/per hour but not to exceed the top level of the new salary scale.

29.03 Pay on Temporary Transfers, Higher Job Rates

When an employee temporarily is assigned by the Employer, to perform for a period in excess of two (2) days, principle duties of a higher paying position, she shall receive the rate for the job. When an employee temporarily relieves in, or

performs the principle duties of a higher paying position for which a salary range has been established, she shall receive the rate in the salary range which is higher than her previous rate. The salary increase must be a minimum of fifty cents (50¢)/hour but not to exceed the top level of the new salary scale. The employee shall qualify for any pay increments based on her length of service in her temporary assignment.

Where the higher position is outside the bargaining unit, she shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

29.04 (a) Payment on Transfer Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

(b) Awarding a Position in a Lower Pay Grade

An employee awarded a position of a lower pay grade will proceed to their current step on scale. For example, if an employee is at the two (2) year rate of a higher paid classification and they are awarded a job in a lower paid classification, they will be placed on the two (2) year rate of that classification pay scale.

29.05 Anniversary Date

The anniversary date for increment increases for employees will be the first date of employment except where the employee has received a promotion to a different classification, where the promotion date shall become the anniversary date for increments only.

29.06 Expenses

Upon approval by the Employer, employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration. Where an employee is required and authorized to use her privately owned vehicle on the Employer's business, she shall be reimbursed at the current (as at time of application) Province of Manitoba mileage rates.

29.07 Shift Premiums

A shift premium of fifty cents (50¢) per hour will apply for the full period of any shift where the majority of the hours worked are between 1600 and 0900 hours. Shift premiums will not be payable while an employee is receiving overtime rates.

This premium shall also be applicable to flex time and modified schedules when the schedule change is to accommodate service or agency requirements. This must be approved in writing by the supervisor.

29.08 Long Term Service Pay

All employees covered by this Agreement shall receive long-term service pay for each month of actual service employment as hereinafter set out effective the date of ratification:

- **\$ 100.00 after completion of two (2) years of service;**
- **\$ 250.00 after completion of five (5) years of service;**
- **\$ 400.00 after completion of ten (10) years of service;**
- **\$ 550.00 after completion of fifteen (15) years of service;**
- **\$ 700.00 after completion of twenty (20) years of service.**

All service payments will be based on full-time status. Part-time employees will be prorated. Long-term service pay is payable by December 15th of each year.

ARTICLE 30 - JOB CLASSIFICATION/RECLASSIFICATION

30.01 Job Description

The Employer agrees to supply 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 objection within thirty (30) days.

30.02 Changes in Classifications and Job Descriptions

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed substantially or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, 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 or rate of pay for the job in question within four months, the dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

An employee directly affected by change in job description shall be consulted vis-à-vis changes in the job description.

ARTICLE 31 - EMPLOYEE BENEFITS

31.01 Healthcare Employee Benefit Plans (HEB) Manitoba

Enrolment in the HEB Manitoba Group Pension Plan, Group Health, Disability and Rehabilitation, Dental plan and Group Life insurance Plan is a condition of employment for all employees providing the employee qualifies under the terms and conditions of each plan.

HEB Manitoba Disability and Rehabilitation Plan

Effective April 1, 2015, the Employer will contribute to a maximum of 2.3% of base salary to fund the HEB Manitoba Disability and Rehabilitation Plan.

The parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.

31.02 HEB Manitoba Pension Plan

- (a) The parties agree to participate in the Healthcare Employees Pension Plan - Manitoba (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (c) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

31.03 HEB Manitoba Healthcare Plan/ Health Spending Account (HSA)

- (b) Health Spending Account (HSA)

- Effective April 1, 2015, a Health Spending Account (HSA) shall be made available for eligible employees (HSA coverage will commence following one (1) year participation in the “Enhanced” Extended Health Care Plan). The HSA shall only apply and be made available to top up the existing benefits provided in the HEB Manitoba “Enhanced” Extended Health Benefit Plan and the HEB Manitoba Dental Plan.
- The annual HSA benefit amounts shall be:
 - \$500 for full-time employees*
 - \$250 for part-time employees
- *For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.
- A “year” or “the annual HSA benefit” is defined as the calendar year - January 1st to December 31st.
- In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

ARTICLE 32 - TERMINATIONS

- 32.01 An employee may terminate her employment by giving two (2) weeks’ written notice or one (1) pay period.
- 32.02 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee; or
 - (b) during the probationary period of a new employee;
 - (c) in the event an employee is dismissed for just cause (the employee has to be given a reason for the termination, and the reason for the disciplinary action must be sufficient to warrant dismissal).
- 32.03 The Employer will make available, within fourteen (14) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

Where lesser or no notice is given by the Employer, payment in lieu of notice shall be given except in cases of discharge for just cause.

Where lesser or no notice is given by the employee, the Employer reserves the right to withhold monies equal to wages payable for days not worked during the notice period.

ARTICLE 33 - TERM OF AGREEMENT

- 33.01 (a) This Agreement shall be in full force and effect from May 1, **2023**, to April 30, **2025**.
- (b) Should the parties fail to conclude a new Collective Agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least one (1) week's (seven [7] days') written notice as to the date of intended strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (seven [7] days') written notice as to the date of intended lockout.
- 33.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 33.03 This Agreement may be amended during its term by mutual agreement.

ARTICLE 34 - RECOGNITION OF EXPERIENCE

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

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

Greater than or equal to two (2) year but less than three (3) years	Step 3
Greater than or equal to three (3) years	Step 4

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Definition

In this article “technological change” means an introduction of any technology that results in:

- (a) the introduction of equipment, material or processes different in nature, type, or volume from that previously utilized;
- (b) change in work methods, organization, operations or processes affecting one (1) or more employees;
- (c) change in the location at which the work, undertaking or business operates;
- (d) change in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

35.02 Advance Notice

When the Employer is considering the introduction of technological change:

- (a) the Employer agrees to notify the Union and the affected employee(s) as far as possible in advance of her intentions and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the Employer shall provide the Union, at least one hundred and twenty (120) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

35.03 Information to be Provided

The notice mentioned in Article (above) shall be given in writing and shall contain pertinent information including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;

- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on employees' working conditions and terms of employment;
- (e) all other pertinent information relating to the anticipated effects on employees.

35.04 Arbitration

If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of the Agreement.

35.05 Protection of Rate of Pay

An employee whose job is changed or who is transferred from her job solely by virtue of a technological change will suffer no reduction in rate of pay.

35.06 Transfer Arrangements

An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has the qualifications and ability to perform and for which she has seniority. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with the layoff procedure in this Agreement.

35.07 Training Benefits

Where new or greater skills are required than are already possessed by the affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a reasonable training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employee.

35.08 Training Period

The training provided for above shall be given during the hours of work whenever possible.

35.09 No New Employees

No additional employees shall be hired by the Employer until employees affected by the change, or employees laid off because of the change, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

35.10 New Classifications

All new classifications or positions created as a result of technological change shall be automatically included in the bargaining unit unless the Employer and the Union mutually agree to exclude them.

If the parties are unable to agree on the classification and/or the rate of pay for the job in question the issue shall be referred to the grievance/arbitration process as set forth in the Agreement.

ARTICLE 36 - GENERAL

36.01 Pronouns

Whatever pronouns are used in this Agreement shall be considered to apply to all, masculine and feminine, singular and plural.

36.02 Bulletin Boards

The Employer shall provide bulletin board space which shall be placed so that all employees will have access to it 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.

36.03 Employee Performance Review

A performance review will be written by each supervisor for each employee at least once in the first year of employment and annually thereafter.

A performance review will consist of an assessment of performance of an employee with respect to the ability of the employee to carry out her job description to the standards of performance outlined by the Employer.

The employee shall participate in the review of her performance by completing a self-evaluation.

Before each review is finalized, the employee's supervisor and the employee will have a discussion of the results of their respective performance evaluation. The final performance review will be signed and dated by the employee and the supervisor.

36.04 Security

It shall be the responsibility of the Employer to ensure that reasonable arrangements are made to provide for the security and safety of all employees.

No employee shall be required to work with a client if the employee has reason to believe such work would pose a threat to her safety. No employee shall be subject to disciplinary action for reason of such refusal to work.

36.05 Pre-retirement Leave (Retirement Bonus)

Conditional on the continuance of funding bodies' policies to reimburse facilities for pre-retirement leave, the Employer will provide employees with pre-retirement leave as follows:

- (a) Full-time employees retiring in accordance with the provisions of the facility's group pension plan, whether or not enrolled in the pension plan, shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment (seniority).
- (b) Calculation of pre-retirement leave entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement.
- (c) Part-time employees retiring in accordance with the provisions of the facility's group pension plan, whether or not enrolled in the pension plan, shall be granted paid pre-retirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

$$\frac{\text{Average annual hours actually worked from last date of employment}}{\text{Annual full-time hours}} \times \text{Entitlement of a full-time employee}$$

- (d) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payments.

36.06 MCCA Memberships

The Employer shall provide Manitoba Child Care Association memberships annually to all permanent full and part-time employees and all new staff upon successful completion of the probation period.

ARTICLE 37 - OVERPAYMENTS

- 37.01 (a) The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:
 - (i) Once the error is discovered, notice and a detailed breakdown of the error are given by the Employer to the affected employee and the Union as soon as practicable;

- (ii) The proposed recovery is made in as fair and reasonable a manner as possible; and,
- (iii) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

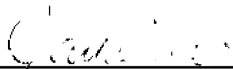
In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.


- (b) The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.
 - (i) Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.
 - (ii) For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.


Signed this 23 day of April, 2024.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

FOR: NOR'WEST EARLY LEARNING AND CHILD CARE CENTRE







SCHEDULE “A” - WAGES

Increases

May 1, 2023 – 3%

May 1, 2024 – 3%

Funding

When the Employer receives additional funding from the Provincial Government or any other level of Government or any other source of revenue, the parties will meet to discuss any appropriate adjustment to wages and/or benefits.

All rates reflected below.

<i>May 1, 2023 - 3%</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
Supervisor ECE III	\$28.16	\$29.09	\$30.05	\$31.04	\$32.07
Supervisor ECE II	\$24.75	\$25.62	\$26.53	\$27.47	\$28.42
Early Childhood Education III	\$23.66	\$24.49	\$25.23	\$26.11	\$27.02
Early Childhood Educator II	\$22.18	\$22.95	\$23.66	\$24.48	\$25.34
Early Childhood Educator II Entry	\$20.73	\$21.45	\$22.21	\$22.98	\$23.79
Child Care Assistant in Training	\$19.45	\$20.09	\$20.73	\$21.40	\$22.11
Child Care Assistant (40 hours)	\$17.55	\$18.16	\$18.78	\$19.43	\$20.11
Child Care Assistant	\$16.48				
<i>May 1, 2024 – April 30, 2025</i>					
<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	
Supervisor ECE III	\$29.80	\$30.78	\$31.80	\$32.85	\$33.94
Supervisor ECE II	\$26.19	\$27.11	\$28.08	\$29.07	\$30.08
Early Childhood Education III	\$25.04	\$25.92	\$26.70	\$27.63	\$28.60
Early Childhood Educator II	\$23.47	\$24.29	\$25.03	\$25.91	\$26.82
Early Childhood Educator II Entry	\$21.94	\$22.70	\$23.50	\$24.32	\$25.17
Child Care Assistant in Training	\$20.58	\$21.26	\$21.95	\$22.66	\$23.41
Child Care Assistant (40 hours)	\$18.57	\$19.22	\$19.87	\$20.57	\$21.28
Child Care Assistant	\$17.44				

- Wage scale updated to reflect an additional 2.75% as per Letter of Understanding RE: 2.75% Provincial Wage Grid Supplement Increase 2024 and Retroactive Pay.
- A one-time employee recognition of \$1,200 will be paid to each employee

CCA in Training

Any employee falling into the CCA in training rate classification will receive an education supplement of three hundred dollars (\$300), payable May 1st in the following year. If an employee is in the CCA in training classification for less than a year they shall be entitled to a prorated portion of the year.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Nor'West Early Learning and Child Care Centre

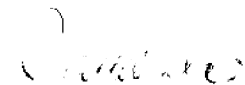
RE: HOURS OF WORK - ARTICLES 23.01 AND 23.03

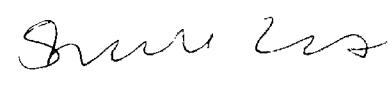
The parties, having two (2) representatives, will meet to review the operational feasibility of converting to thirty (30) minute unpaid meal periods from the current sixty (60) minutes. If there is no mutually agreeable solution reached, Article 23 will prevail.


Signed this 23 day of April, 2024.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

FOR: NOR'WEST EARLY LEARNING AND CHILD CARE CENTRE







LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Nor'West Early Learning and Child Care Centre

RE: CHANGE IN BENEFIT PROVIDERS

In the event the Nor West Co-op Community Health Centre changes providers of benefit plans the Employer agrees to meet with the Union to determine the financial feasibility of changing providers to the same plan(s). This will include examining the Health Spending Account and the percentage of premiums paid by employees.

Signed this 23 day of April, 2024.

**FOR: CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**FOR: NOR'WEST EARLY LEARNING
AND CHILD CARE CENTRE**

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LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Nor'West Early Learning and Child Care Centre

RE: HOURS OF WORK - ARTICLES 25.05 2ND PARAGRAPH

Where any of the specified holidays listed in Article 25.01 falls on a Saturday or Sunday, and is listed in ELCC's Approved Alternate Closure dates, the Centre will follow these closure dates.

Where any of the above specified holidays falls on a Saturday or Sunday and is not on the ELCC Approved Alternate Closure list, the first day(s) following the holiday shall be observed as a holiday.

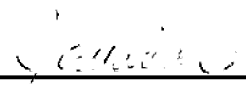
It is further understood that employees shall not be negatively affected because of this agreement and therefore, the parties agree to meet at any time during the life of this agreement to review any unintended consequences related to the implementation of this Letter of Understanding.

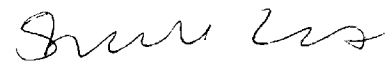
All other provisions of the Collective Agreement not specified in this Letter of Understanding shall apply.


Signed this 23 day of April, 2024.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

FOR: NOR'WEST EARLY LEARNING AND CHILD CARE CENTRE







LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

Nor'West Early Learning and Child Care Centre Inc.**RE: 2.75% PROVINCIAL WAGE GRID SUPPLEMENT INCREASE 2024
AND RETROACTIVE PAY**

The Union and Employer agree to immediately update the current wage scale in Schedule "A" to include a 2.75% increase.

The Union and Employer agree that the wage increases will be effective and retroactive to April 1, 2024.

The Union and the Employer agree that employees will receive a 2.75% increase, over all hours worked from April 1, 2024, until the retroactive pay is issued.

Moving forward, the new wage scale will be as follows:

May 1, 2024 – April 30, 2025						
Classification	Start	Step 1	Step 2	Step 3	Step 4	
Supervisor ECE III	\$ 29.80	\$ 30.78	\$ 31.80	\$ 32.85	\$ 33.94	
Supervisor ECE II	\$ 26.19	\$ 27.11	\$ 28.08	\$ 29.07	\$ 30.08	
ECE III	\$ 25.04	\$ 25.92	\$ 26.70	\$ 27.63	\$ 28.60	
ECE II (2+ Years)	\$ 23.47	\$ 24.29	\$ 25.03	\$ 25.91	\$ 26.82	
ECE II Entry	\$ 21.94	\$ 22.70	\$ 23.50	\$ 24.32	\$ 25.17	
CCA in Training	\$ 20.58	\$ 21.26	\$ 21.95	\$ 22.66	\$ 23.41	
CCA (40 hours)	\$ 18.57	\$ 19.22	\$ 19.87	\$ 20.57	\$ 21.28	
CCA	\$ 17.44					

The Union and Employer agree that retroactive payments will be made within sixty (60) calendar days following the agreement on wages, with the sixty (60) days expiring on January 21, 2024.

