

COLLECTIVE AGREEMENT

BETWEEN:

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2348-57**

- AND -

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GARDERIE LES PETITS AMIS DAY CARE INC.

TERM OF AGREEMENT:

JULY 1, 2024 TO JUNE 30, 2028

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PREAMBLE

WHEREAS it is the desire of both parties to the Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, realizing that the first consideration is the welfare of the children of the facility,

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

1.01 "Employee" means a person who is employed by Garderie les petits amis Day Care Inc. within the scope of this Agreement.

"Full-time employee" means an employee who regularly works the full prescribed hours or work as per Article 17.

"Part-time employee" means an employee who is scheduled to work less than the full prescribed hours of work on a regular and recurring basis.

"Casual employee" means an employee who is employed on an irregular or unscheduled basis and is excluded from the bargaining unit. The terms of this Agreement shall not apply to such an employee. When a casual employee becomes permanent or in a term position then they shall carry and include their casual hours for seniority purposes. If a casual employee works a designated shift(s) for at least three (3) months, they shall be deemed a "Term employee" and shall be subject to the provisions of a "Term employee" until such time that the term is completed.

"Inclusion Worker" shall be considered a term employee, however, wages for these positions will be in accordance with the funds provided by grants from Community Services.

"Term employee" shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion. A term employee shall have no seniority rights in matters of demotion, layoff and recall unless the term employee is employed for more than one (1) year and after one (1) year all provisions of the collective agreement will apply.

The term "Employer" shall mean Garderie les petits amis Day Care Inc.

The term "Union" shall mean the Canadian Union of Public employees, Local 1543.

1.02 Probation of Newly Hired Employees

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

1.03 Plural and Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

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

2.02 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Both parties agree to abide by the *Human Rights Code* of Manitoba. Nor shall these rights be used in a manner which would deprive present employees of their employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1543 as the sole and exclusive collective bargaining agency for all of its employees, covered by Certificate #MLB 5613 issued June 23, 2000 and/or listed in Schedule "A" and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

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

3.03 Part-time and Term Employees

This Collective Agreement is fully applicable on a pro rata basis to all part-time and term employees unless otherwise specified.

3.04 No Other Agreements

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

ARTICLE 4 - NO ABUSE OR HARASSMENT

4.01 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.

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

- (a) the prevention of abuse and harassment;
- (b) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;

- (c) prompt, thorough follow-up to ensure that the needs of the abused employee are met; and
- (d) the incident is investigated and plans developed to lessen the likelihood of further behaviour.

4.03 Processing a Complaint/Report of Abuse or Harassment

- (a) The complainant shall approach the Shop Steward.
- (b) The Shop Steward shall meet, within five (5) days of complaint, with the Director.
- (c) The Shop Steward shall supply all relevant details of the complaint to the Director including the names of the affected parties and witnesses.
- (d) The Director shall instigate an investigation and shall report back to the Shop Steward and the Board of Directors within thirty (30) days.
- (e) If the investigation is not complete, a partial or interim report must be submitted.

4.04 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.

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

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

ARTICLE 5 - NO DISCRIMINATION

5.01 (a) It is agreed that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, nor by reason of her membership or non-membership or activity in the Union.

- (b) It is agreed that should a question arise regarding bona fide occupational qualifications, the parties will jointly apply to the Manitoba Human Rights Commission for an advisory opinion as provided for in the Manitoba *Human Rights Code*. All full-time employees must, whenever possible, be bilingual. Exceptions will be made for existing employees hired prior to the signing of this Agreement.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

ARTICLE 7 - CHECKOFF OF UNION DUES

7.01 Checkoff of Payments

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and owing by her to the Union. Such dues, initiations or assessments must conform with the Employer's payroll system.

7.02 Deductions

Deductions shall be made from the first payroll period of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month, accompanied by a list of the names, classifications and addresses of employees from whose wages the deductions have been made.

7.03 Dues Receipts

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

- 7.04 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues, initiations or assessments so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

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

8.01 New Employees

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

8.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall inform the new employee of the name of her union steward or representative. The Steward or Representative will provide her with a copy of the Collective Agreement. The Union shall notify the Employer immediately of change of the Shop Steward or Representative and will provide an up-to-date list of contacts.

8.03 Interviewing Opportunity

An in-house representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes (at a reasonable time) during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her responsibilities and obligations to the Employer and the Union.

ARTICLE 9 - UNION MANAGEMENT COOPERATION COMMITTEE

9.01 Establishment of Committee

A Labour-Management Cooperation Committee shall be established consisting of equal representatives from the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of maximum service to the children. The Committee shall not exceed four (4) participants in total. Either party, with twenty-four (24) hours' notice may include an additional representative providing the party receiving notice is able to also appoint such a representative.

9.02 Chairperson of the Meeting

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

9.03 Jurisdiction of Committee

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

9.04 Workplace Safety and Health Committee

A Workplace Safety and Health Committee shall be established as per the Manitoba *Workplace Safety and Health Act* consisting of equal representation from the Union and the Employer. The Committee shall not exceed four (4) participants in total. The purpose of this Committee is to deal with matters of health and safety concerning the children and employees which may arise from time to time, as well as to review the policy on abusive children and, if necessary, to propose changes to said policy as required. This Committee shall meet upon written request from either party to this agreement.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

10.01 Representative of the Canadian Union of Public Employees

Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employers' premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance on other issues as required.

10.02 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

10.03 Time Off for Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration. The cost of the substitute teacher shall be borne by the Employer. A meeting time shall be agreed upon by all parties.

10.04 Policy Review

Proposed changes to Centre policy will be shared at the staff meeting held before the annual board meeting. All staff are encouraged to review the policy changes and provide feedback either at the staff meeting or directly to the Executive Director or the staff representative elected to attend the board meetings.

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

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

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Election of Stewards

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

11.02 Definition of Grievance

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

11.03 Settling of Grievances

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

Step 1

If the Union officer considers the grievance to be justified, the employee(s) concerned, together with his/her representative, shall first seek to settle the dispute with the employee's Day Care Director.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the employee(s) concerned, will submit to the Board of Directors, a written statement of the particulars of the grievance and the redress sought. The Board of Directors shall render a decision within one (1) calendar week of the first regularly scheduled Board meeting following receipt of the grievance. Replies to grievances shall be in writing.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

ARTICLE 12 - ARBITRATION**12.01 Nomination of Arbitrator**

- (a) When either party requests that a grievance be submitted to arbitration the request shall be made by Registered Mail addressed to the other party of the Agreement, indicating the name of its nominee as sole arbitrator. Within five (5) days thereafter, the other party shall answer by Registered Mail indicating its agreement or disagreement.
- (b) Unless both parties agree to the selection of a sole arbitrator within five (5) days following the matter being referred to arbitration, each party shall in the next five (5) days give notice to the other party in writing naming its nominee to the Arbitration Board.
- (c) The two (2) named members of the Board shall, within five (5) days name a third (3rd) member of the Board who shall be Chairperson.
- (d) In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- (e) The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- (f) The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision.
- (g) The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

12.02 Expenses of Arbitrator

Each party shall pay one-half (½) the fees and expenses of the arbitrator. It is further agreed that each party is responsible for their own legal expenses.

12.03 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

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

ARTICLE 13 - SENIORITY

13.01 Seniority shall be defined as the total accumulated regular paid hours (regular paid hours shall be defined to mean all hours worked which are paid at a non-overtime rate of pay) calculated from the date the employee last entered the service of the Employer, subject to the following conditions:

13.02 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the necessary qualifications of the job.

13.03 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- (a) paid leave of absence (approved by the Employer);
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
- (d) maternity and parental leave.

13.04 Seniority will terminate if an employee:

- (a) resigns in writing and does not withdraw his/her resignation within five (5) days;
- (b) is discharged for just cause and not reinstated under the grievance procedure;

- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer (such employee shall be permitted a maximum notice period of two (2) weeks) or where the laid off employee fails to report due to illness and such illness is substantiated by medical certificate (such employee shall be permitted a maximum of six (6) months to report);
- (d) is laid off for more than thirty (30) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

13.05 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence (approved by Employer);
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of maternity leave or parental leave.

13.06 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing.

13.07 A term employee shall have seniority rights in accordance with Article 13 of this Agreement.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When the Employer determines that a vacancy exists or a new position is created within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the employee's staff lounge for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy.

If the position is not filled within one (1) week of posting the Employer shall advertise outside the Day Care.

14.02 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. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants". All listed criteria is current.

14.03 Role of Seniority in 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, having the necessary qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

14.04 Trial Period

The successful applicant shall be notified within three (3) weeks following the end of the posting period.

In the case of a lateral transfer she shall be placed on a trial period of one (1) month. In the case of a promotion she shall be placed on a trial period of one (1) month.

14.05 Conditional on satisfactory service, the employee shall be declared permanent in the position after completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, she shall be returned to her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position, wage or salary rate without loss of seniority.

14.06 Promotion

A promotion shall be defined a movement from one classification to another classification with a higher maximum rate of pay.

14.07 Lateral Transfer

A lateral transfer shall be defined as movement within the same classification with no change in the rate of pay.

14.08 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

ARTICLE 15 - JOB CLASSIFICATION AND RECLASSIFICATION

15.01 The Employer agrees to provide the Union with job descriptions for all classifications covered by the Collective Agreement as well as job duties and routine.

15.02 Job Descriptions

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

15.03 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

15.04 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to Grievance and Arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 16 - LAYOFFS AND RECALLS AND HOURS REDUCTION

16.01 Role of Seniority in Layoffs

When reducing staff, senior employees shall be retained, provided their qualifications and ability are sufficient to perform the required duties with the understanding that the Employer will eliminate any extra positions. For example float positions or any other support position in the future.

16.02 Recall Procedure

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

The Employer will make a reasonable effort to locate the laid off employees, laid off employees based on the Employer's records to date. It is employee's responsibility to keep the Employer informed of her location.

16.03 Bumping

In the event of a layoff, an employee about to be laid off may displace another employee with less seniority provided that the employee meets the requirements of the position.

ARTICLE 17 - HOURS AND LOCATIONS OF WORK

17.01 Employees shall be granted a preference of shifts based on seniority providing it does not interfere with the normal function of the Day Care in which case it shall be determined by seniority within the room in consultation with the supervisor and the Director.

17.02 Locations of Work

Employees may be asked to work at either of the two (2) daycare centre locations and may be asked to switch locations based on ratio coverage needs.

17.03 Standard Daily Hours

The normal work day shall not commence before 6:30 a.m. nor finish later than 6:00 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours with one (1) hour for lunch.

17.04 Regular hours of work for all full-time employees will be:

- (a) seven (7) hours per day, excluding meal periods;
- (b) seventy (70) hours per biweekly period.

17.05 Paid Rest or Relief Periods

Any person working eight (8) hours receive one-half (½) hour paid lunch break and two (2) - fifteen (15) minute paid coffee breaks.

Any person working more than five (5) up to seven and one-half (7½) hours will receive either one-half (½) hour paid lunch break or two (2) - fifteen (15) minute paid coffee breaks.

Any person working from three (3) up to five (5) hours will receive a fifteen (15) minute paid coffee break.

17.06 One and a half (1½) hours (in effect January 1, 2015) per week shall be allowed to Group Leaders for preparation time.

Allow for one and a half (1½) hour of weekly planning for employees who are responsible of a group. (Change in the activities planned, be proactive (for example: innovations), approval by management, new ideas in all fields). Half (½) an hour for inventories, communication, course programming, long term and evaluation, if child-to-staff ratios allow for it.

17.07 Part-time employees who indicate, in writing, to the Employer that they wish to work additional hours shall be offered such work when available providing that they are able to perform the required duties.

Such additional hours shall be given in order of seniority.

It is further understood that such hours shall be offered only to the extent that they do not incur any overtime costs to the Employer and do not interfere with the normal function of the Day Care.

Should the part-time employee, as described above, refuse to accept work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.

Additional hours worked by a part-time employee shall be included in the determination of seniority. These additional hours shall also be included when determining an employee's earned vacation, accumulated income protection credits and general holiday pay.

If a part-time employee is scheduled for an increased shift or an additional shift and reports off sick for that shift then the employee shall be paid out of her income protection benefits providing that they have accumulated credits available to use.

ARTICLE 18 - OVERTIME

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

18.02 Overtime Defined

All time worked beyond the normal work day or work week, or on a holiday, shall be considered as overtime.

18.03 Compensation for Work after Regular Scheduled Hours

Overtime worked after the normal hours shall be paid for at the rate of time and one-half (1½ x) for the first two (2) hours in any one day and double time (2 x) after two (2) hours in any one (1) day.

More than fifteen (15) minutes shall be deemed half (½) an hour of overtime. More than forty-five (45) minutes will be calculated as an hour.

To be entitled to overtime, the employee must have already worked eighty (80) hours over the two (2) previous weeks.

The employee may choose between payment of the wage or compensatory time-off only for the overtime worked during weekend training days.

18.04 Calculating of Overtime Rates

An employee when working overtime as defined in Article 18 shall have such overtime calculated as per the base rate of the classification the employee was working in when the overtime was incurred.

18.05 Compensation for being Called into Work

Should an employee be called into work outside of their regular scheduled work hours, they shall be paid a minimum of 3 hours.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

- | | | |
|-------------------------------------|--|------------------|
| New Year's Day | Louis Riel Day | Good Friday |
| Easter Monday | Victoria Day | Canada Day |
| Civic Holiday | Labour Day | Thanksgiving Day |
| Truth and Reconciliation Day | Remembrance Day (only if Remembrance Day falls on a workday) | Christmas Day |
| Boxing Day | | |

and any other holiday deemed by the Federal, Provincial or Municipal governments.

The Day Care shall close at 12 noon on December 24th and December 31st.

19.02 In the event that the holidays in Article 19 fall on a Saturday or Sunday, the Friday previous to the holiday or the Monday after the holiday as decided by the Board of Directors shall be recognized as the day off in lieu.

19.03 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1½) plus another day off with pay, in lieu of holiday pay, at a mutually agreeable time to the employee and the director. If no agreement can be reached as to a mutually satisfactory time, then the employee shall be entitled to one (1) day's pay in lieu.

ARTICLE 20 - VACATIONS

20.01 The vacation year for employees will be tied into their anniversary date. Casual employees who attain permanent status within a year shall have their casual hours prorated (1,664 hours – 1 year). Employees shall earn annual vacation with pay in accordance with credited seniority prior to the commencement of the vacation period as follows:

- Two (2) weeks' vacation after completing one (1) year of employment;
- Three (3) weeks' vacation after completing three (3) years of employment;
- Four (4) weeks' vacation after completing five (5) years of employment;
- Five (5) weeks' vacation after completing eight (8) years of employment;
- Six (6) weeks' vacation after completing thirteen (13) years of employment;

For the first vacation request over the summer, the employees must take the whole week. When all the requests for one-week vacations have been granted, the employees may ask for a vacation of one day at a time.

When an employee has earned six (6) weeks' vacation or more, she can take a third (3rd) week's vacation over the summer if there are weeks available once the first round of requests is completed.

The employee can make a written request to carry forward a week's vacation to the next year. The decision is left to the discretion of the Employer.

- 20.02 Employees shall accumulate vacation credits from the date of commencement of employment with the Employer.
- 20.03 Vacations shall be selected by order of seniority at the beginning of each year, in blocks of two (2) weeks per employee, and according to the seniority steps, before choosing the other individual blocks.
- 20.04 Vacations can be scheduled during winter months and shall only require the approval of the Director.
- 20.05 Compensation for Holidays Falling Within Vacation Schedule
- If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional day's paid vacation.
- 20.06 The Employer shall replace an employee on vacation, sick leave or approved leave of absence of over one (1) day in duration.
- 20.07 Vacation Pay on Termination
- An employee who has not completed one (1) year of service as of September 30th of any year shall be entitled to vacation credits calculated at point eight-three (0.83) days per month of service up to September 30th.
- 20.08 Approved Leave of Absence during Vacation
- Where an employee qualifies for sick leave, bereavement leave or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Day Care may require a doctor's certificate in the case of sick leave.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, shall be entitled to her regular basic pay to the extent that she has accumulated sufficient sick leave credits.

21.02 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that she is unable to carry out her duties due to illness.

21.03 An employee may apply to utilize up to twelve (12) days per calendar year from accumulated sick time or vacation at the employee's request, for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

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

21.04 Paid Sick Leave Entitlement

Each employee shall be entitled to one day of sick leave per month to a maximum of **fifty-five (55)** days accumulated sick leave.

The employee shall be entitled to one (1) day of sick leave per month (forty (40) hours work week). The calculation shall be made according to the hours worked.

The employee shall be allowed to accumulate **fifty-five (55)** days of sick leave. After having accumulated **fifty-five (55)** days of sick leave, the employee shall receive 50% of one (1) day's pay per month for each additional day accumulated.

21.05 Deductions from Sick Leave

Necessary time off for an employee's own illness/injury and medical, dental and chiropractic examinations or treatments, including reasonable travel time within the community where the facility is located, shall be granted and such time off shall be chargeable against the employee's accumulated sick time credits (no deductions for absences on account of illness will be made for periods of two [2] hours or less up to six [6] times a year and after the sixth (6) period of utilization any time for appointments will come out of the employee's sick bank - employees may also utilize their break or part of their break time to cover for some of the time for appointments, as noted above, and in order to utilize the using of break time an employee must provide proof of the appointment, either prior to or just after the appointment, and anytime not covered by their break time will come out of the employee's sick bank), providing the following conditions are met:

- (a) whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty;

- (b) if (a) above is not possible due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss her situation with the Director and attempt to arrange to be absent at a time which is the least disruptive to the section;
- (c) The Director may ask for medical verification upon completion of an appointment and it will not be unreasonably requested.

The employee must inform the Garderie when she contracts an infectious or contagious disease.

21.06 Wellness Days

Up to twelve (12) days' sick leave per contract year (July 1 to June 30) in any year, with the exception of July and August, shall be recognized as Wellness Days. Wellness Days shall not accrue from year to year. Wellness Days can only be used if an equal amount of sick time has been accumulated. A maximum of **three (3)** consecutive days may be taken twice per year at a time mutually agreeable to the employee and Employer.

Note: Wellness Days are to be taken from accumulated sick leave credits.

21.07 Abuse of Sick Leave

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

21.08 An employee may take an unpaid leave of a maximum of six (6) months without losing seniority by respecting a contract signed before the leave.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Paid Bereavement Leave

- (a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former guardian or any other relative that is living in the employee's household. Where the burial occurs outside the province, such leave shall include as well, reasonable travelling time, without salary.

An employee shall be granted **four (4) days'** leave in the case of death of a niece, nephew, **aunt, uncle or cousin.**

An employee shall be granted one (1) **regularly** scheduled work day leave without loss of salary or wages in the case of a death of an aunt, uncle (not including great aunt or uncle) and first cousin.

An employee will be entitled to three unpaid (3) hours to attend the funeral of a non-relative. If **additional traveling time** is requested this shall not be **unreasonably denied.**

- (b) An employee will be entitled to attend a funeral with pay up to one (1) day as a pallbearer.
- (c) One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

22.02 Service Requirements for Maternity or Parental Leave

An employee shall qualify for maternity or parental leave after seven (7) months of employment. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy subject to their ability to carry on the necessary functions of employment prior to the maternity leave defined in the Labour Laws of Manitoba. A leave of absence without pay and with no loss of seniority shall be granted.

22.03 Length of Maternity or Parental Leave

The Employer shall grant an employee maternity or parental leave, without pay, in accordance with the *Employment Standards Code* of Manitoba, subject to the condition that such employee(s) must have completed twenty-six (26) weeks continuous employment with the Employer as of the intended date of the leave unless otherwise agreed by the Employer. Employees are entitled to seventeen (17) weeks' maternity leave and thirty-seven (37) weeks' parental leave.

22.04 Seniority Status during Maternity or Parental Leave

While on maternity or parental leave an employee shall retain her full employment status and accumulate all benefits under this Collective Agreement.

22.05 Procedure upon Return from Maternity or Parental Leave

When an employee decides to return to work early after maternity or parental leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity or parental leave, the employee shall be placed in her

former position. If the former position no longer exists she shall be placed in an equivalent position in her department.

The employee shall provide the Employer with at least four (4) weeks' notice when deciding to return to work in the case of maternity/parental leave extending beyond one (1) year.

22.06 Adoption Leave

The Employer shall grant an employee adoption leave, without pay, in accordance with the *Employment Standards Code* of Manitoba, subject to the adoption of a child and providing the employee applies in writing to the Employer at least four (4) weeks prior to the commencement of the intended leave. The employee may commence adoption leave upon shorter notice provided the 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.

22.07 Education Leave

On prior written request by the Employer a leave of absence with pay and without loss of seniority may be granted to allow employees time to write approved examinations to improve qualifications in the service. Employees who are instructed, in writing by the Employer, to attend conferences, seminars, lectures, etc. on their own time shall be granted equivalent time off. This paid leave will include First Aid and CPR training.

Any special needs training required for the care of child, as agreed to by the Union and Employer shall be paid by the Facility providing that Special Needs approves the funding.

22.08 Leave of Absence for Union Functions

Upon at least two (2) weeks (or more if reasonably possible) prior written request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union functions, shall be granted necessary leave of absence with pay, provided that unless otherwise mutually agreed, not more than one (1) employee will be absent at any one time for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

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

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence 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 his/her term of office.
- (c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office. Such employee shall receive her pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence. Seniority will not be accrued.
- (d) Any such leave as per (a), (b), and (c) shall not exceed the length of seniority accrued at the time of election.

22.10 Jury Duty and Witness Leave

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

If an employee is on leave without pay or serving a suspension, the employee is not eligible under Article 22.10.

Employees shall be allowed up to a one-half (1/2) day leave to attend citizenship court to become Canadian citizens.

22.11 Storm or Emergency Leave

In the event of a closing of the Day Care centre for emergency reasons; i.e. fire, storm, flood, etc., which makes roads impassable and provided a public announcement to this effect is made by a civil authority or school closes due to weather conditions, full and part-time employees will be required to take either a wellness day, sick day, holiday or loss of pay.

If the employee arrives at work on a storm day and remains at work for her assigned shift of the day, the employee shall be paid for her shift. If an employee reports to work and the Day Care is closed or if the Day Care closes early and she has not been notified, she will be paid for the entire shift.

22.12 General Leave

All requests for days off will be granted on a seniority basis providing that such request is made eight (8) working days prior to day requested off. After this notice such requests will be granted on a first come first serve basis. The

Employer agrees not to unjustly deny requests for a leave of absence in an emergency situation with less than eight (8) days' notice.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCE

23.01 Payment of Overtime

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

23.02 Pay Periods

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

23.03 Notice of Termination

- (a) An employee may terminate her employment with the Facility by giving two (2) weeks' written notice, exclusive of vacation.
- (b) Employment may be terminated with lesser notice or without notice:
 - (i) by mutual agreement between the Employer and the employee; or
 - (ii) during the probationary period of a new employee without recourse to the grievance procedure; or
 - (iii) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- (c) The Employer may give equivalent basic pay in lieu of notice.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Ratio

The teacher/child ratio shall be in accordance with the *Manitoba Community Child Care Standards Act*.

24.02 Bulletin Boards

Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be signed by a shop steward prior to posting.

24.03 Workers' Compensation

All staff members shall be covered under *The Workers Compensation Act*.

ARTICLE 25 - JOB SECURITY25.01 Restrictions on Contracting Out

In order to provide job security for the member of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee, except as provided for in this agreement.

ARTICLE 26 - PAY ON TEMPORARY TRANSFERS, HIGHER RATED JOB

26.01 When an employee, other than the supervisor, is appointed, utilizing the senior qualified person, to perform the in-charge duties she shall receive an increase in pay of two dollars and seventy-five cents (\$2.75) per hour for all the hours worked in the position. This does not include the director's lunch break. The employee shall be deemed to be covered by the Collective Agreement.

26.02 When an employee is assigned to a higher position within the bargaining unit, she shall immediately receive the rate for that position and shall be placed at the step which provides an increment.

ARTICLE 27 - TERM OF AGREEMENT

27.01 This Collective Agreement shall be for a period of four (4) years, commencing July 1, 2024 and expiring June 30, 2028.

27.02 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

27.03 Notice of Renewal

Either party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) days and ninety (90) days prior to the termination date, give notice in writing of intent to amend this Agreement.

27.04 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of this Collective Agreement.

ARTICLE 28 - CROSSING OF PICKET LINES DURING STRIKE

28.01 An employee covered by this Collective Agreement shall not be forced by the Employer to cross a legal picket line during the course of their regular duties. The parties agree that in the case of one of the Employer's supplier's staff being on a legal strike, that at the option of the Local Union, the Employer and the Union shall meet to discuss the possibility of securing an alternative supplier for the duration of said strike. In addition, it is agreed that the Employer will not change suppliers unless the costs associated with such a change does not increase the Employer's costs associated with this particular supplied item.

ARTICLE 29 - POLICY RE: SUSPECTED CHILD ABUSE

29.01 Employees shall be informed in writing of the complaint/allegation.

29.02 Employees shall have the right of Union representation, if she so wishes.

29.03 If the employee is suspended while the Employer is conducting an investigation, the suspension will be with pay.

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

29.05 If the charges are proven to be untrue, no mention of the incident will be placed in employee's personnel file.

ARTICLE 30 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

30.01 An employee may be discharged or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Representative.

- 30.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. At each disciplinary meeting, the employee can be represented by the Union. The Employer must inform the employee of her right to union representation.
- 30.03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or courier service.
- 30.04 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Within five (5) working days of the written request, the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 30.05 An employee accompanied by a Union representative, if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter. An employee(s) will be allowed to review their personnel file once per year unless they are in the process of dealing with a disciplinary action, in that situation the five (5) working day waiting period, as mentioned in this Article, applies.
- 30.06 Disciplinary action shall be removed from the employee's personnel file after six (6) months have elapsed provided no same or similar offences have occurred during this time. Suspension discipline will stay in personnel file for a period of twenty (24) months.
- 30.07 Principle of Innocence
- Both parties agree that the employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee, which may result in the suspension or discharge of the employee, the following procedure shall be followed.

30.08 Discipline Procedure

The employees shall be notified in writing by the Employer, with full disclosure of the reasons or grounds for action, and/or penalty, with a copy to the National Staff Representative of the Union.

Discipline Steps

- (a) Employees shall receive a verbal warning which will be signed by the employee and the Employer and will be documented in the employee's personnel file;
- (b) If the behaviour or infraction continues, the employee shall receive a written warning which will be documented in the employee's personnel file;
- (c) The principles of progressive discipline shall apply;
- (d) If said behaviour continues with no sign of improvement, the Employer may consider termination.

30.09 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

ARTICLE 31 - BENEFITS

31.01 After the end of your probation period all employees will be enrolled in our insurance plan. Premiums will be 55/45 cost shared as follows:

Life Insurance	- Employer pays 65%; employee pays 35%
Long Term Disability	- Employer pays 65%; employee pays 35%
Group Health (prescriptions, etc.)	- Employer pays 65%; employee pays 35%

31.02 (a) "Plan" means the Multi-Sector Pension Plan.

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

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay for the hours not worked; and

- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and
- (v) mental health days.

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

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

- (b) Commencing January 1, 2011, each eligible employee shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- (c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- (d) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article (d) of the Agreement include:

- (i) To be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution

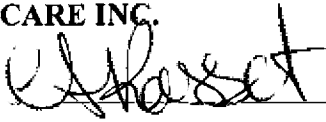
- Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
 -
- (ii) To be provided with each remittance:
- Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - Year to date contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) To be provided initially and as status changes:
- Full address
 - Termination date where applicable (MM/DD/YY)
 - Marital status
- (iv) To be provided annually but no later than December 1st:
- Current complete address listing
- (e) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule "A".


ARTICLE 32 - RRSP PLAN (REGISTERED RETIREMENT SAVINGS PLAN)

- 32.01 The Employer agrees to set up an RRSP Plan for the employees paid for by the employees. However, the Employer will review the plan during the duration of this Agreement and consider contributing to the Plan in the future.

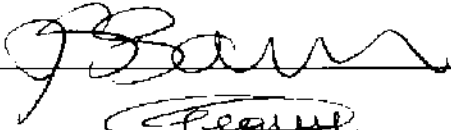
Dated at _____ this _____ day of _____, 2025

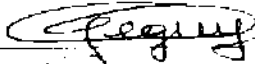
**FOR:
GARDERIE LES PETITS AMIS DAY
CARE INC.**






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







GB/mn/cope 491
March 4, 2025

SCHEDULE "A"

**SALARY SCHEDULE
EFFECTIVE JULY 1, 2024**

CLASSIFICATION	EFFECTIVE DATE JULY 1, 2024 - 1%	EFFECTIVE DATE JULY 1, 2025 - 2.5%	EFFECTIVE DATE JULY 1, 2026 - 2.5%	EFFECTIVE DATE JULY 1, 2027 - 2.5%
ECE 3 Supervisor				
Level 1	\$28.45	\$29.16	\$29.89	\$30.64
Level 2	\$28.53	\$29.25	\$29.98	\$30.73
Level 3	\$28.61	\$29.33	\$30.06	\$30.81
Level 4	\$28.69	\$29.41	\$30.15	\$30.90
ECE 2 Supervisor				
Level 1	\$25.68	\$26.33	\$26.98	\$27.66
Level 2	\$25.77	\$26.41	\$27.07	\$27.75
Level 3	\$25.85	\$26.49	\$27.15	\$27.83
Level 4	\$25.93	\$26.57	\$27.24	\$27.92
ECE 3				
Level 1	\$24.55	\$25.17	\$25.80	\$26.44
Level 2	\$24.58	\$25.20	\$25.83	\$26.47
Level 3	\$24.61	\$25.23	\$25.86	\$26.51
Level 4	\$24.65	\$25.27	\$25.90	\$26.55
ECE 2				
Level 1	\$23.02	\$23.59	\$24.18	\$24.79
Level 2	\$23.05	\$23.62	\$24.22	\$24.82
Level 3	\$23.08	\$23.66	\$24.25	\$24.85
Level 4	\$23.11	\$23.69	\$24.28	\$24.89
CCA in Early Childhood Educator Training				
Level 1	\$18.69	\$19.15	\$19.63	\$20.12
Level 2	\$18.73	\$19.19	\$19.67	\$20.17
Level 3	\$18.77	\$19.23	\$19.72	\$20.21
Level 4	\$18.81	\$19.28	\$19.76	\$20.25
CCA (with 40 hour course)				
Level 1	\$17.69	\$18.13	\$18.58	\$19.04
Level 2	\$17.73	\$18.17	\$18.62	\$19.09
Level 3	\$17.77	\$18.21	\$18.67	\$19.13
Level 4	\$17.81	\$18.25	\$18.71	\$19.18
CCA (without course)				
Level 1	\$15.96	\$16.36	\$16.77	\$17.19
Level 2	\$15.99	\$16.39	\$16.80	\$17.22
Level 3	\$16.02	\$16.42	\$16.83	\$17.25
Level 4	\$16.05	\$16.45	\$16.86	\$17.28
Administrative Support and Maintenance				
Level 1	\$25.00	\$25.62	\$26.26	\$26.92
Level 2	\$25.03	\$25.65	\$26.29	\$26.95
Level 3	\$25.06	\$25.68	\$26.33	\$26.98
Level 4	\$25.09	\$25.72	\$26.36	\$27.02

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543

AND

GARDERIE LES PETITS AMIS DAY CARE INC.

RE: EDUCATION AND TRAINING

The Continuing Education Contract is an agreement between the employee who wishes to continue his or her education in the childcare profession by obtaining an ECE, and the Employer who will financially fund said education.

This form of agreement must be signed in duplicate and a copy must be given to the employee within 24 hours after it is signed.

The employee must agree to the following stipulations:

1. The Director has sole discretion on allowing an employee to enter the continuing education program paid for by the day care.
2. The employee must have been in the full-time employment of the day care for a period of six (6) months prior to commencement of courses, and must be willing to continue full-time employment with the day care.

The employee must have been in the full-time employment of the day care for a period of six (6) months prior to the commencement of courses, and must be willing to continue full-time employment with the day care for two (2) years afterward. If the employee works for the day care for one (1) year or less after the end of the courses paid by the day care, the employee must reimburse fifty per cent (50%) of the costs to the Employer.

3. The employee must agree to a specific training program and complete said program in the amount of time that has been given.

The employee will indicate with an "X" which program she or he has chosen:

Red River College – Full time	2 years	_____
Red River College – Correspondence	10 years	_____
Collège de Saint-Boniface – Part time	2 years	_____
Assiniboine Community College – Correspondence	2 years	_____
All accredited colleges	—	_____
Competency Based Assessment (C.B.A.) Program	2 years	_____
Combination Red River College Correspondence and C.B.A.	4 years	_____
Project date of completion		_____


4. The employee agrees to meet the expectations and deadlines of the Director in regards to due dates of assignments and projects.
5. The employee must agree that once the Employer has paid for the courses and given the employee the "employee in Training" wage increase, the said employee agrees to continue employment at the Day Care for two (2) years after completion of the program.
6. The employee also agrees that in the event of default:
 - failure of course
 - failure of not meeting time limits of program
 - failure of meeting due dates of assignments and projects for the director's inspection
 - decision to stop education

such action would result in the employee's decrease in wage (loss of employee in training wage increase).

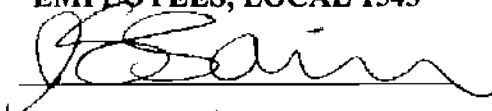
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Dated at _____ this _____ day of _____, 2025

**FOR:
GARDERIE LES PETITS AMIS DAY
CARE INC.**



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



LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543

AND

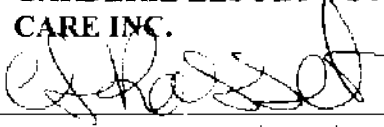
GARDERIE LES PETITS AMIS DAY CARE INC.

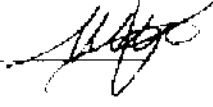
RE: FUNDING

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

Dated at _____ this _____ day of _____, 2025

**FOR:
GARDERIE LES PETITS AMIS DAY
CARE INC.**





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

