

# **Collective Agreement**

*between*

**Assiniboine Early Learning Centre**

*and*

**Manitoba Government and General Employees' Union**

**Local 445**

**August 26, 2019 – December 31, 2020**

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Agreement Between Assiniboine Early Learning Centre and Manitoba Government and General Employees Union.

The purpose of the Agreement is to maintain harmonious relationships between the Employer and members of the Union, to recognize the value of joint discussion and negotiation in matters related to compensation, pay ranges and working conditions and to provide an amicable method of settling any differences or grievances with respect to matters covered by this Agreement.

The Employer and the Union mutually agree as follows:

### **Article 1    Definitions**

- 1:01**    “Centre” means Assiniboine Early Learning Centre.
- 1:02**    “Union” means the Manitoba Government and General Employees’ Union.
- 1:03**    “Employee” means a full-time or part-time or a temporary employee employed in a classification listed in Schedule “A” but excluding any employee in a position specified in Article 3:02.
- 1:04**    “Full-time Employee” means an employee who regularly works the full daily and weekly hours of their classification.
- 1:05**    “Part-time Employee” means an employee who works less than the daily or weekly hours of their classification on a pre-determined regular and recurring basis.
- 1:06**    “Casual” means an employee who works less than the full daily or weekly hours of their classification on an irregular basis
- 1:07**    “Term Employee” means a regular employee, hired for the specific duration of leave of an existing employee for reasons of either maternity, parental, education or sick leave. The length of employment must be specified in the letter of hire, with a known completion date, and such term is extendable in the cases of education and sick leave where mutual agreement has been obtained with the union.

- 1:08** “Grant Employee” (example “one [1] on one [1]” employee) means an employee who is hired for a specific project until the completion of that project or for a specific period of time and whose wages/benefits are determined and paid by an agreement with an Agency external to the Centre. A grant employee shall not displace the regular scheduled hours of work for full-time or part-time employees. A grant employee is not covered by the scope of this Agreement, and as such will not earn any pay, benefits, or seniority arising out of or applicable to this Collective Agreement. Amendments to this Article will affect only grant employees hired after the agreed signing date of this Agreement.
- 1:09** “Representative” means a Steward and/or Staff Representative of the Union.
- 1:10** “Dismissal” means the removal of an employee from a position of employment for just cause.
- 1:11** “Layoff” is a temporary cessation of employment of less than one (1) years’ duration.
- 1:12** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 1:13** Wherever the singular or feminine gender is used in the Agreement, the same shall be construed as meaning the plural or masculine gender where the context so admits or requires.

## **Article 2 Recognition and Scope of Bargaining Unit**

- 2:01** The Centre recognizes the Union, per Manitoba Labour Board Certificate number MLB-7288, as the sole and exclusive bargaining agent for all employees defined in Article 1:03, excepting those excluded by the provisions of Articles 3:02 and 3:03.
- 2:02** The Centre agrees to negotiate with the Union, or any of its authorized committees, concerning any matters addressed in this agreement.

### **Article 3 Application of the Agreement**

- 3:01** Except as excluded by this Article or elsewhere in this Agreement, this Agreement shall apply to all employees defined in Article 1:03.
- 3:02** This Agreement shall not apply to the Director(s).
- 3:03** This Agreement shall not apply to Grant employees.
- 3:04** This agreement shall not apply to Term employees.
- 3:05** This agreement shall not apply to Casual employees.

### **Article 4 Classification Specifications**

- 4:01** In each instance, a classification is based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign duties and responsibilities and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.
- 4:02** (a) In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Union and affected employees. Written notice of objection must be given to the Employer by the Union within forty-five (45) calendar days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.
- (b) Where the Union objects to the wage rate for a new or altered classification established by the Employer, negotiations or the arbitration procedure set out in Article 31 must be utilized to resolve the difference within sixty (60) calendar days following the Employer notifying the Union in (a) above.

- (c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- (d) Where an employee believes that there has been a material or substantial change in their job content since they were last classified, they shall be entitled to request a review of her classifications.
- (e) The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- (f) If the decision in (e) is not satisfactory to the employee, they may treat this request for change in classification as a grievance as defined in Article 31.
- (g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a substantial change in job content.

**4:03** The Employer further agrees to provide the Union with any subsequent amendments to these job descriptions within thirty (30) days following their revision. Any revision to a job description shall be provided to the affected employees prior to implementation.

## **Article 5 Notice to Commence Collective Bargaining Revision and Renewal**

**5:01** Not more than ninety (90) calendar days and not less than thirty (30) calendar days preceding the expiry date of this Agreement either party to the Agreement may, by written notice, inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement. The party giving notice shall issue its written proposals to the other party, which reflect renewal or revision, within thirty (30) days of issuing its notice of intention to bargain.

**5:02** When a party to this Agreement has given notice under Article 5:01 above, to the other party of this Agreement, the parties shall, within sixty (60) calendar

days commencing from and including the first day after the day upon receipt of the notice, meet to commence bargaining.

- 5:03** Within thirty (30) days of receiving notice to bargain, the Centre shall furnish to the Manitoba Government and General Employees' Union, a list of employees within the bargaining unit.
- 5:04** Any time limit contained in this Agreement may be extended by mutual written agreement of the parties hereto.

### **Article 6 Duration of Agreement**

- 6:01** This Agreement shall become effective from and including date of ratification, and shall continue in effect up to and including December 31, 2020 . During the period required to negotiate the revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect.

### **Article 7 Management Rights**

- 7:01** Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate, and generally regulate its sites, affairs and functions.
- 7:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

### **Article 8 Union Security**

- 8:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deductions, an amount equal to the regular bi-weekly membership dues determined by the Union as representing the per capita cost of negotiating and administering the Agreement. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of appointment.

- 8:02** The Union agrees to indemnify and save the Centre harmless against any claims or liability arising out of the application of Article 8:01 except for any claims or liability arising out of an error committed by the Centre.
- 8:03** All such deducted dues shall be forwarded to the Union bi-weekly together with a list of employees showing the amount of such deductions.
- 8:04** The Union shall notify the Centre in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

### **Article 9 Union Business**

- 9:01** Upon written request of the Union, the Centre may grant leave of absence with pay to employees, except for reasons of operational requirements, for the purpose of performing business of the Union on wage recovery.
- 9:02** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).
- 9:03** Upon written notice to the Centre, time off shall be granted where possible to two employee's designated in advance by written notice from the Union as a member of the Union negotiating team for bargaining sessions that the employee attends for negotiating the Collective Agreement.
- 9:04** The parties hereto agree that such requests for leave or time off pursuant to the foregoing shall not be unreasonably sought or withheld.
- 9:05** The Union agrees to reimburse the Centre the wages paid to employees while on wage recovery, on a monthly basis upon receipt of a statement from the Centre as to the amount and for whom wage recovery is claimed by the Centre.

**9:06** The Centre shall notify the Union of each new hired employee. The Union Staff Representative or a workplace Steward designated by the Union, shall be allowed thirty (30) minutes at the orientation session or at a time of mutual convenience shortly thereafter to meet with the new employee(s), review the Agreement, have the membership card signed, and discuss any other further concerns of the Union or employee.

### **Article 10 Contracting Out**

**10:01** The Centre shall give all reasonable consideration to provide continued employment to employees who would otherwise become redundant because work is to be contracted out.

**10:02** Where the successorship provisions of the Labour Relations Act have been determined by the Manitoba Labour Board to apply, the provisions of this agreement shall continue in effect for the affected employees unless otherwise modified by the Manitoba Labour Board. The Employer and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new collective agreement.

### **Article 11 Recruitment**

**11:01** When filling vacancies within the bargaining unit, the Centre shall post an appropriate notice on the bulletin board for at least one (1) week prior to advertising externally.

**11:02** Where an internal applicant is selected, it shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor. For purposes of this Agreement “qualifications” refer to education, knowledge, training, skills, experience, aptitude and competence. “Ability” refers to mental and physical capability.

- 11:03** When an employee is promoted to a position with a higher maximum rate of pay, they shall receive a pay step in the new position one (1) step higher than her previous rate but not less than the minimum of the new position.
- 11:04** All new employees shall be furnished with a letter of offer. This letter will indicate start date and rate of pay along with eligible benefits.

## **Article 12 Merit Increases**

- 12:01** Merit Increase means an increase in the rate of pay of an employee within the employee's pay range on the employee's anniversary date. Merit increases will be granted if and only the employee meets stated performance objectives designated by the Centre in writing and provided to the employees and the Union from time to time. Each employee must work a minimum of 90% of the annual hours in their anniversary year to qualify for a merit increase. (Includes any Employer paid leave)
- 12:02** An employee's anniversary date is the first of the month after commencing employment with the Centre unless that start date is the first of the month, except as in Article 12:03.
- 12:03** An employee's anniversary date shall change to the first of the month following any promotion.
- 12:04** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) The employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
  - (b) The merit increase may be granted to the employee on any subsequent monthly anniversary date.
  - (c) The employee may file a grievance at Step 1 of the grievance procedure.

(d) The employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under subsection (b) above.

**12:05** Where an employee reaches the top level of the pay scale for their classification, no further increments apply.

**12:06** Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less.

### **Article 13 Bulletin Board**

**13:01** The Centre agrees to provide a bulletin board at the Centre for the purpose of posting official Union information relating the business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interest of the employer.

### **Article 14 Probation**

**14:01** Probation for new employees shall be for a period of three (3) months.

**14:02** Probationary period is an integral part of the selection procedure allowing the employer to train, observe and evaluate performances of employee in order to determine suitability for permanent position.

**14:03** If the Director extends an employee's probation, the employee shall be given a performance evaluation prior to the three (3) months anniversary date and will receive written reasons for the extension. The extension shall not exceed three additional months. The Employer shall offer Union representation.

**14:04** All extensions of probationary periods can only be done by the Director, in writing.

**14:05** Upon satisfactory performance by the employer at the end of their probation period, they will be given regular employee status.

**14:06** The rejection of an employee on probation shall not be grievable or arbitrable.

### **Article 15 No Discrimination**

**15:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, color, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

### **Article 16 Leave of Absence**

**16:01** Requests for Leaves of Absence should be in writing to the Director, as far in advance as is practical. Supporting medical or other confirming documentation may be required. The following factors will be considered before a leave of absence is recommended:

- As a general guide, leave of absence will not be granted in the 1st year of employment.
- Leave of absence should be granted as an extension of vacation only if it does not jeopardize the work of the centre or the holiday schedule of other employees.
- Except in emergency situations all requests for leave of absence must be made in writing specifying the reason for the leave and the proposed dates of departure and return.
- If an employee who has been granted leave of absence does not return to duty on the day agreed, this will be considered sufficient reason for termination of employment.
- Employees granted leave of absence without pay will be required to prepay all monthly payroll deductions which will come during such absence.

### **Article 17 Maternity Leave**

**17:01** In order to qualify for Maternity Leave, a pregnant employee must

- (a) Have completed seven (7) continuous months of employment for or with the Centre
- (b) Submit to the Employer an application in writing for leave under Maternity Leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave, and
- (c) Provide the Director with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

**17:02** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 17:01(c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 17:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate and;
- (c) The Centre may vary the length of maternity leave upon proper certification by the attending physician and acceptance by the Director.

**17:03** Where an employee's anniversary date falls during the period of maternity leave, the employee shall be eligible to be considered for a merit increase in accordance with and subject to the provisions of Article 12. A merit increase will be effective the date upon which the employee returns to their position of employment, so long as they have worked a cumulative 90% of the annual hours within the previous and current anniversary year in which the leave occurred. (includes any Employer paid leave)

**17:04** Sections 34 (1.1) through 34 (1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

- 17:05** During the period of the maternity leave the employee is responsible for paying 100% of the premiums for the Group Life Insurance Plan.
- 17:06** During the period of maternity leave only seniority will accrue.
- 17:07** The parties agree that the provisions of this article shall be no less than those in the Manitoba Employment Standards Code and the Federal Employment Insurance Act as may be amended from time to time.

### **Article 18 Paternity Leave**

- 18:01** An employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of the employee's child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of the child, or the day of the employee's partners' admission to, or discharge from hospital or a mutually agreed to date.

### **Article 19 Adoptive Parent Leave**

- 19:01** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of a child. At the employee's option such leave shall be granted on the day of, or the day following the adoption or a mutually agreed to date.

### **Article 20 Parental Leave**

- 20:01** In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child, or
  - (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
  - (c) adopt a child under the law of a province.
- 20:02** An employee who qualifies under Article 17:01 must:
- (a) Have completed seven (7) continuous months of employment, and

(b) Submit to the Centre an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day which the employee intends to commence the leave.

**20:03** An employee who qualifies in accordance with Article 17:01 and Article 17:02 is entitled to Parental Leave without pay for a continuous period of up to sixty-two (62) weeks as per the Manitoba Employment Standards Code and the Federal Employment Insurance Act.

**20:04** Subject to Article 17:05, Parental Leave must commence as per the Manitoba Employment Standards Code and the Federal Employment Insurance Act.

**20:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Centre.

## **Article 21 Sick Leave**

**21:01** Earned sick leave entitlement will be granted to an employee where the employee is unable to be at work and perform her regular duties as a result of illness or injury.

**21:02** The sick leave to which an employee is entitled shall accumulate at the rate of one and a half (1½) working days per month. Part time employees will accumulate sick leave benefits at a pro-rated amount.

**21:03** While sick leave constantly accumulates, in no case shall an employee's earned maximum exceed forty (40) working days at any time.

**21:04** Sick leave shall not accumulate during periods when an employee is:

(a) Absent on sick leave and/or Workers Compensation for a period of more than ten (10) consecutive working days; or

(b) Absent without leave; or

(c) Absent on leave without pay; or

(d) As stated otherwise elsewhere in this Agreement.

- 21:05** When an employee is to be absent because of illness or injury they shall call the Director or designate. This notification of absence shall be at least two (2) hours prior to the normal start time of the employee's shift. When an employee is sick, they shall not be contacted thereafter to come to work.
- 21:06** Employees shall furnish a medical certificate for absences due to illness or injury after using any three (3) consecutive days off for an absence. In the case of suspected abuse an employee may be required to produce a certificate from a medical practitioner for any illness at the request of the Employer.
- 21:07** An employee shall complete such documents as required by the Centre relating to sick leave. Where a medical practitioner imposes a fee or charge for a sick slip or report required by the Centre for leave under this Agreement or return to work purposes, the employee shall be responsible for payment of all associated fees.
- 21:08** If an employee is hospitalized during the period of the employee's scheduled annual vacation, the Centre shall grant sick leave and credit the employee with alternate days' vacation. The employee shall furnish proof of hospitalization.
- 21:09** Employees should make every reasonable effort to schedule their medical and dental appointments outside of the working day. However, if employees are unable to schedule their medical and dental appointments outside normal working hours, they will be allowed time off with pay in half or full day increments provided the employee has sick credits to utilize. If no sick credits are available, the time off would be without pay.

## **Article 22 Bereavement Leave/Family Related Leave**

- 22:01** An employee shall be entitled to bereavement leave for a period of up to ten (10) working days without loss of salary in the event of the death of an employee's spouse (including common-law) or child.

- 22:02** An employee shall be entitled to bereavement leave for a period of up to five (5) working days without loss of salary in the event of the death of an employee's parent, brother, sister, step parents, legal guardian, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 22:03** An employee shall be entitled to bereavement leave for a period of up to two (2) working days without loss of salary in the event of the death of an employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in law, aunt or uncle.
- 22:04** An employee shall be entitled to two (2) working days without loss of pay to attend a funeral that applies within 22:01-22:03 at a distance of 300+kms one way calculated from the Centre or home of the employee, whichever is less.
- 22:05** An employee shall be entitled to up to five (5) days of family related leave with pay per fiscal year upon approval by the Centre and charged against the employee's sick leave for the purpose of attending to family responsibilities, family illness, medical appointments so long as the employee's sick leave does not fall below the required ten (10) days for short term disability.

### **Article 23 Jury or Witness Duty**

- 23:01** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a legal proceeding other than a proceeding occasioned by the employee's private affairs, shall be granted leave of absence with pay for the required absence, and all jury or witness fees received, except reimbursement for out of pocket expenses received by the employee, shall be remitted to the Centre.

### **Article 24 Educational**

- 24:01** First Aid and CPR training are required by the Province of Manitoba. Employees are required to pay for them initially. If the employee stays with the Centre past their three (3) month probationary period, they shall submit

the receipt for reimbursement paid by the Employer. Recertification will be paid by the Employer and directly billed upon registration/completion.

## **Article 25 Hours of Work and Related Conditions of Employment**

- 25:01** An employee's normal work day shall consist of seven and a half (7.50) consecutive hours of work exclusive of a standard sixty (60) minute meal period; thirty (30) minutes paid by the Employer and thirty (30) minutes unpaid.
- 25:02** Meetings where staff are required to attend shall receive overtime rates (1.5x) for all applicable time.

## **Article 26 Overtime**

- 26:01** Overtime will be requested of employees who have a shift closest to the coverage of hours required. All overtime must be approved by the Director except to cover ratio.
- 26:02** Every employee shall be entitled to overtime pay at a rate of one and one-half (1.5x) times for all time worked over eight (8) hours per day or forty (40) hours per week. All overtime will be paid out in the following pay period, or employees shall be entitled to bank a maximum of fifteen (15) hours at their request. All banked time not taken shall be paid out at the daycare's fiscal year end.
- 26:03** The employee may elect to take pay or time off in lieu for the first fifteen (15) hours of overtime worked each fiscal year; any overtime hours worked over the fifteen (15) hours will be automatically paid out in the following pay period. The employee shall give the Centre two (2) weeks written notice specifying the dates and amount of banked overtime they wish to take off.
- 26:04** Where an employee has chosen to receive time off in lieu of payment for overtime, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer within fiscal year end or the

employee shall receive payment. When such payment is made, it shall be at the current rate of pay.

### **Article 27 Salaries**

- 27:01** Salaries shall be paid to each employee in accordance with “Schedule A” which is attached to and forms part of this Agreement.
- 27:02** Salaries shall be quoted in terms of gross hourly rates, equivalent bi-weekly rates and equivalent gross annual rates as referred to in Schedule “A”
- 27:03** Employees shall be paid bi-weekly.
- 27:04** An employee’s anniversary date which is used for incremental purposes, shall be their current anniversary date as of the date of signing of this Agreement. For incremental purposes, the Employer agrees to grandfather anniversary dates of employees subsequently entering the bargaining unit.

### **Article 28 Rights of Stewards**

- 28:01** The Centre recognizes the Union’s right to select Stewards to represent employees.
- 28:02** The Union shall determine the number of Stewards and the jurisdictions of each Steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the Grievance Procedure.
- 28:03** The Union shall provide the Centre with a list of Stewards and other elected representatives immediately after any changes, new elections, and pursuant to the ratification of this Agreement.
- 28:04** Stewards and employees shall not conduct Union business during their working time.

- 28:05** The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 28:06** For complaints of an urgent nature, a Steward shall first obtain the permission of their immediate supervisor before leaving their work to investigate such complaint with the employee and supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming their normal duties, the Steward shall notify their supervisor.
- 28:07** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s).

### **Article 29 Grievance Procedure**

- 29:01** A “grievance” shall mean any dispute between an employee or the Union and the Employer regarding the interpretation, application, or an alleged violation of the terms of this Agreement. Working days for the purpose of the Grievance and Arbitration procedure are days excluding Saturdays, Sundays and Statutory Holidays. An earnest effort shall be made to settle the grievance in the following manner:
- 29:02** Discussion Stage; Within fifteen (15) working days after the cause of the grievance occurs or at such time that the employee first makes it known that she is aware, the grievor shall attempt to resolve the dispute with her immediate supervisor.
- 29:03** **Step One**  
If the grievance is submitted but not resolved within the foregoing time period, the grievor and union representative may, within the ensuing ten (10)

working days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit. The Employer shall have ten (10) working days, following receipt of grievance, to respond to the grievance in writing.

**29:04** **Step Two**

Failing settlement of the grievance at step one, the union may within ten (10) working days, submit the grievance in writing to the Board Chairperson or designate who shall, within ten (10) working days after receipt of the grievance, render a decision in writing.

**29:05** All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are good for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by mutual agreement of the parties as confirmed in writing.

**29:06** Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any manner whatsoever by mutual agreement between the Union and the Employer.

**29:07** Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.

**29:08** An employee has the right to representation by a Union representative at any step of the grievance procedure and/or arbitration procedure. No employee will have the right to proceed to arbitration without the approval or authority of the Union.

**29:09** Policy and/or group grievances shall be initiated at Step Two of the grievance procedure.

**29:10** Grievances concerning demotion, suspension or dismissal shall be initiated at Step Two of the grievance procedure.

### **Article 30 Arbitration**

The following shall not preclude the parties from seeking alternate dispute resolution processes such as: Mediation/Arbitration, Non-binding Neutral Advisory Opinion, or Expedited Arbitration.

- 30:01** Failing settlement of the grievance within ten (10) calendar days after submission under Article 29:04, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days
- 30:02** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to Arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board
- 30:03** The two (2) named members of the Board shall, within (10) calendar days, name a third member of the Board who shall be Chairperson.
- 30:04** 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.
- 30:05** 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
- 30:06** 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 within ten (10) calendar days from the time it holds its final meeting.
- 30:07** 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 the enforceable on all parties

**30:08 Clarification on Decision**

Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

**30:09 Expenses of the Board**

Each Party shall pay:

- (a) The fees and expenses of the Nominee it appoints
- (b) One-half ( $\frac{1}{2}$ ) of the fees and expenses of the Chairperson or Sole Arbitrator.

**30:10** Nothing in this agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**30:11** The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.

**Article 31 Employee Performance Review and Employee Files**

**31:01** Upon written request, and in the presence of an authorized representative of the Employer an employee shall be given the opportunity to examine any document which is placed in their 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 them, and their reply to any such document shall also be placed in the employee's personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.

**31:02** There shall be only one (1) personnel file maintained by the Employer for each employee.

**31:03** When any assessment of an employee's performance is made, the employee concerned shall sign the assessment form in question upon its completion to indicate only that its contents have been read. The employee shall have the right to indicate their own comments in a space provided on the form. Immediately upon the employee signing the assessment form, the employee shall be handed an exact copy for their own record.

**31:04** On-going performance reviews by the Director and/or Supervisor of all employees are to be conducted. In the case of the Director, the Personnel Committee will initiate and carry out the review. A formal review of performance will be conducted on all staff prior to their being placed on regular full or part-time employment and annually, thereafter.

These reviews will involve:

- Work Planning - to mutually establish specific short-range and long-range goals and standards of performance and work deadlines. This will include a review and revision of the job description, as mutually determined by the Director and the employee.
- Performance Review- To review performance, with results compared to the goals and standards previously established.

**31:05** Results and recommendations of performance reviews will be reported within the Director's report to the Board and will be added to the personnel file of each employee.

## **Article 32 Discipline**

**32:01** The Centre agrees that no employee shall be disciplined without just cause. The Employer and the Union adopt the principle of progressive discipline. Depending upon the circumstances, the following steps may normally be followed where a person having supervisory authority over an employee believes that disciplinary action of the employee is necessary for just cause.

(a) Verbal warning

(b) Written Reprimand

(c) Suspend the employee with or without pay

(d) Recommend dismissal of the employee to the Board

**32:02** When it becomes necessary to discipline an employee, other than a verbal warning, the employee will be represented by the Union at a meeting held to discuss or impose disciplinary action unless they refuse such representation. When possible, the Employer shall give the employee advance notice of the nature of the complaint. Union representation must occur with five (5) days. If an employee is suspended during an investigation, they will be placed on paid leave pending the outcome.

**32:03** An employee shall be notified in writing of the reasons for the discipline or dismissal. A copy shall be forwarded to the Union unless the employee elects otherwise.

**32:04** An employee who alleges that they have been disciplined or dismissed without just cause shall submit a grievance in accordance with Article 29 of the Grievance Procedure.

**32:05** The Employer agrees not to introduce as evidence any disciplinary document from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or within a reasonable time thereafter.

**32:06** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy. A copy shall be forwarded to the Union unless the employee elects otherwise.

### **Article 33 Layoffs**

**33:01** The Centre, when laying off an employee, shall give the employee two (2) weeks' notice or payment in lieu thereof. Layoffs shall occur in order of seniority from the most junior to the most senior, within the classification

from which layoffs are required. This provision is subject to the requirement that the employees who are retained must have the qualifications and abilities to perform the duties which the remaining employee(s) will be required to perform. Employees who are laid off will be placed on a re-employment list, and recalled back to work in the reverse order of their layoff into their classification(s). An employee who is on the re-employment list must:

- (a) Notify the Centre, in writing, of any change of address or telephone number;
- (b) If called back, respond to the Centre within seven (7) calendar days of receipt of notification of call back, and
- (c) Return to work within fourteen (14) calendar days or such shorter period of time mutually agreed with the Executive Director. Except for good and sufficient reasons, an employee must accept a call back to work and return, or be deemed to have resigned, and the Centre shall fill the vacancy accordingly.

**33:02** No notice or payment in lieu shall be required when an employee is dismissed or a temporary employee ends her term of employment.

**33:03** Laid off employees shall be placed on a re-employment list. Such employees shall be removed from the re-employment list if not rehired within twelve (12) months of the last day worked.

**33:04** When a temporary employee is laid off before the end of her term, the Centre shall give the temporary employee two (2) weeks' notice or the balance of the term whichever is the shortest, or payment in lieu thereof.

**33:05** Pursuant to Article 34:01, an employee, upon receiving notice of layoff, shall have the right to bump a junior employee in any classification which is paid equal to or less than her/his own classification of employment; pay in this context does not include additional rates for acting status, etc. The employee choosing to exercise bumping rights must have the qualifications and abilities to perform the duties, which the remaining employee(s) will be required to

perform. When exercising bumping rights the employee accepts their level of pay on the pay scale that is applicable to the position they have accepted.

- 33:06** The Centre agrees that no casual or grant or temporary employees will be hired until first opportunity to perform the work has been given to the employee(s) scheduled for layoff or on the re-employment list, subject to the criteria of Article 34:01.
- 33:07** For purposes of this Agreement “qualifications” refer to education, knowledge, training, skills, experience, aptitude and competence. “Ability” refers to mental and physical capability. The Centre in making a decision with respect to determining which employees are to retained and which employees are to be laid off, shall determine the qualifications and the ability of the employees to perform the duties which the remaining employees will be required to perform in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the Centre in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 33:08** The parties hereto recognize when staff ratios of Child Care Assistants and Child Care Assistant in Training as to Early Childhood Educators are below Province of Manitoba standards, a layoff(s) may occur to accommodate hiring an ECE II(s) to comply with provincial Acts and/or regulations; the parties further agree that once staffing standards are met, no further layoffs will occur for this purpose.

### **Article 34 Seniority**

- 34:01** “Seniority” means the length of service of an employee with the Centre, where such service has not been broken by the termination of the employee.
- 34:02** Seniority shall accumulate for all periods of regular paid time (1950 hours annual maximum), Workers Compensation, maternity and adoptive parent leaves, parental leave, approved educational leave to a maximum of one (1) year, any sick leave with or without pay, and any approved leaves of absences

to a maximum of one (1) year or as may be further agreed, in writing, between the parties.

**34:03** An employee shall lose all seniority, when the employee resigns, or retires, or is dismissed and not reinstated, or dies, or is laid off and not re-employed within twelve (12) months of being laid off.

**34:04** A Seniority List will be compiled and posted on February 1 of each year reflecting total seniority from the date of hire into a position covered by this Agreement to the preceding December 31, a copy of the seniority list will be forwarded to the Union's office in Brandon.

### **Article 35 Resignation**

**35:01** Employees wishing to resign shall give written notice of at least two (2) weeks prior to the day on which such notice is to be effective.

**35:02** The effective date of resignation shall be the last day the employee performs regular duties at the place of work.

### **Article 36 Holidays**

**36:01** If employees are required to work on a statutory holiday, they will be paid at a rate of one and a half times their regular rate of pay for the hours worked, plus the regular holiday pay.

Employee shall receive each year the following paid holidays:

New Year's Day

Terry Fox Day

Louis Riel Day

Labour Day

Good Friday

Thanksgiving Day

Easter Monday

Remembrance Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute, where approval from MELCC is granted for closure days between Christmas and New Year's, Assiniboine Early Learning Centre employees will be paid.

- 36:02** Where any of the holidays in Article 36:01 above falls on a Saturday or Sunday, the holiday shall be observed on the preceding Friday and/or the following Monday, where approval from MELCC is granted for closure on non statutory days (i.e. Easter Monday, Remembrance Day) Assiniboine Early Learning Centre employees will be paid .
- 36:03** Where a holiday falls within the vacation period of an employee, the employee is entitled to one (1) day vacation in lieu of the holiday.
- 36:04** An employee is entitled to her regular pay for a holiday on which the employee does not work provided the employee
- (a) did not fail to report to work after having been scheduled to work on the day of the holiday and
  - (b) has not absented herself from work without the consent of the employing authority on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

### **Article 37 Vacation**

- 37:01** Vacation time is computed on the basis of time accumulated during the 12 month period from the employee's anniversary date to anniversary date.
- 37:02** An employee shall earn vacation leave credits on the following basis:
- (a) After completing one to two years of service: A full-time employee will be entitled to annual vacation calculated on the basis of four (4%) percent of total hours worked in the previous year or ten (10) days payable at the employee's current rate of pay at the time taken.

- (b) After completing three (3) years of service: A full-time employee will be entitled to annual vacation calculated on the basis of six (6%) percent of total hours worked in the previous year or fifteen (15) days payable at the employee's current rate of pay at the time taken.
  - (c) After completing seven (7) years of service: A full-time employee will be entitled to annual vacation calculated on the basis of eight (8%) percent of total hours worked in the previous year or twenty (20) days payable at the employee's current rate of pay at the time taken.
  - (d) After completing ten (10) years of service: A full-time employee will be entitled to annual vacation calculated on the basis of ten (10%) percent of total hours worked in the previous year or twenty-five (25) days payable at the employee's current rate of pay at the time taken.
  - (e) After completing fifteen (15) years of service: A full-time employee will be entitled to annual vacation calculated on the basis of twelve (12%) percent of total hours worked in the previous year or thirty (30) days payable at the employee's current rate of pay at the time taken.
- 37:03** Part-time employees vacation entitlement will be pro-rated, based on the number of days worked each week, calculated by the total number of years worked.
- 37:04** Vacation earned may only be used in the following vacation year, unless mutually agreed upon by the employer and the employee.
- 37:05** Accumulated vacation may be taken between January 1 and December 31 of each year; vacation credits will accrue to coincide with the employee's anniversary date.
- 37:06** Any request to carry over unused vacation leave into the follow Vacation Leave year, must be approved by the Employer.
- 37:07** The whole of the calendar year shall be available for vacations to be taken. The employee shall have the right to request which day of the week their vacation begins. Vacation leave scheduled for the months of June, July and

August will be submitted to the employer by March 1 and upon approval shall be posted by the employer by May 1. The employees will take turns choosing up to 2 week blocks of time according to seniority.

### **Article 38 Health and Safety**

- 38:01** The Centre and the Union agree to the establishment of a Workplace Health and Safety Committee to be comprised of not less than two (2) members appointed by the Union and not less than one (1) member appointed by the Centre and the said Committee shall meet as is necessary at the request of either party to discuss, with a view to resolving, any problems or conditions which are hazardous to the health and safety of the employees arising out of or in connection with work activities in the workplace. Further to this, one elected health and safety representative will be the contact person to the Assiniboine Community College Health and Safety Committee for concerns that require addressing by the College. Concerns at this level will be brought forward as per the policies and procedures set forth by the Assiniboine Community College Health and Safety Committee.
- 38:02** The Centre and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all Centre operations, and that these activities required the combined efforts of the Centre, employees and the Union.
- 38:03** The Centre will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 38:04** The Union will continue to make every effort to obtain the cooperation of each employee in the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 38:05** Each employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's

safety and health, and the safety and health of other persons who may be affected by the employee's acts or omissions at work.

- 38:06** Where the Director knows that any conditions exists at the workplace that is dangerous to the safety and health of an employee or other person affected by Centre operations, she shall not require or permit the employee to engage in, carry on or continue to work in the workplace under that condition.
- 38:07** Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health, or to the safety or health of other persons at the workplace, the employee shall report the condition to Director or designate and may refuse to continue to work under the condition until the issue is resolved.
- 38:08** The Director of designate shall inspect the condition with the employee and discuss the employee's reason for believing the condition to be unsafe or unhealthy.
- 38:09** Where the employee is unsatisfied with the Centre's decision or actions in the matter, the employee shall contact the Workplace Safety and Health Branch of the Province of Manitoba without delay, and the matter shall be addressed as determined by that office.
- 38:10** Where an employee has refused to work in accordance with the foregoing, the employee must be available to perform other work assigned, and no other employee shall be assigned the work being refused unless the employee is advised of the refusal and the reasons for the refusal. Nothing in this article prevents the doing of any work or thing in a safe or healthy manner that may be necessary to remedy the dangerous condition described in the foregoing.

### **Article 39 Part-time Employees**

- 39:01** Except where otherwise specifically stated in this Agreement benefits as detailed in this Agreement shall be provided to part-time employees on a prorated basis.

## **Article 40 Benefit Package**

**40:01** The parties agree that during the life of this collective agreement, the benefit plan will be cost-shared on a 50-50 basis for the following plans:

- -Group Life Insurance
- -Accident & Serious Illness
- -Extended Health Care
- -Travel Insurance and Assistance Travel Cancellation
- -Insurance (Extended Health Care),
- -Dental Care
- -Diagnosis+
- -Employee & Family Assistance Program.

**40:02** All plan documents are available from the Employer to the Employees for information.

**40:03** The above noted benefits shall be subject to the terms and conditions of the master policies issued to the Employer by the insuring organization.

**40:04** None of the above noted plans shall form part of the Agreement, but it is agreed that any failure by the Employer to provide coverage for eligible Employees shall entitle the Union to submit such failure to arbitration.

**40:05** Coverage under the Dental and Extended Health Care Plans shall be made available to be maintained at the employee's cost during any unpaid leave required to satisfy elimination period or date of initial decision, whichever is later, for the Long Term Disability Plan.

**40:06** **Manitoba Early Learning and Child Care Pension Plan**

Recognition of Service: Employees successfully completing their three (3) month probation period with the centre will be registered in a cost-sharing group retirement program whereby the Manitoba Government contributes 4% percent directly into a designated Simplified Money Purchase Pension Plan administered by Great- West Life, on behalf of and matched by the employee, to a maximum percentage of annual salary. At no time will the Employer be responsible to pay the premiums of this CCPP.

### **Article 41 Meals, Transportation and Expenses**

- 41:01** Employees whose work takes them away from the office during normal lunch hours will be reimbursed for the cost of the lunch. See Memorandum of Agreement No. 1.
- 41:02** Employees will be reimbursed for approved business use of their personal vehicle on a per kilometer basis during work hours. All mileage must be preapproved by the Employer. See Memorandum of Agreement No. 1.
- 41:03** Employees must submit their mileage claims for payment no more than one (1) month after the business use of their personal vehicle.
- 41:04** Employees will be reimbursed for bus or taxi expenses incurred in the performance of their duties when such expenditures have been previously authorized by the employer.
- 41:05** Employees who are asked to work past 10:00 pm, and do not have their own vehicle, are entitled to take a taxi cab home. The Director will reimburse the cost of such fare when presented with a receipt.
- 41:06** When parking costs are incurred in the performance of the employee's duties outside the centre, these will be reimbursed by the employer upon presentation of a receipt.
- 41:07** The costs associated with attending conferences may be covered with the prior authorization of the employer. The approval will include identification of the expected expenses for conference/workshop registration where applicable, travel, lodging, and daily per diem rate. See MOA #1.

### **Article 42 Harassment**

- 42:01** The Centre and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. AELC will follow the requirements, definitions and procedures of the Manitoba

Employment Standards on Domestic Violence. See Memorandum of Agreement No. 2 for Respectful Work Place Policy and Definitions

#### **Article 43 Compassionate Care Leave**

**43:01** An employee shall be entitled to compassionate care leave as per the Manitoba Employment Standards Code.

#### **Article 44 Joint Labour Management Discussion Committee**

**44:01** The Union and the Employer acknowledge the mutual benefit to be derived from joint discussions of labour management issues and therefore agree to establish a Labour Management Discussion Committee.

**44:02** The Committee shall consist of up to three (3) representatives from the bargaining unit (one being the Union Staff Representative) and up to three (3) representatives from the Employer (one being the Board Chair).

**44:03** The purpose of the Committee shall be to provide a means by which to facilitate and promote discussions toward co-operation, understanding, confidence and harmonious relations between the Union and the Employer.

**44:04** The Committee shall be entitled to discuss any matter which is mutually agreed to by the Union and Employer to be of mutual benefit or concern, but shall not have the power to add to or modify the Agreement.

**44:05** The Committee shall meet annually, or at the request of either party.

Signed this 23 day of September 2019.

Am Broatch.  
On behalf of Assiniboine Early Learning Centre

Corinne Sells  
On behalf of Assiniboine Early Learning Centre

Heanna Murray  
On behalf of Assiniboine Early Learning Centre

Angela Eilers  
On behalf of Manitoba Government and General Employees' Union

Ann Hildall  
On behalf of Manitoba Government and General Employees' Union

Terrance Proch  
On behalf of Manitoba Government and General Employees' Union

Banderson  
On behalf of Manitoba Government and General Employees' Union

### Appendix “A” – Salary Schedule

Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Supervisor	20.77	21.39	22.03	22.70	23.38	24.08
	1,557.75	1,604.25	1,652.25	1,702.50	1,753.50	1,806.00
	40,501.50	41,710.50	42,958.50	44,265.00	45,591.00	46,956.00
Early Childhood Educator	18.00	18.54	19.10	19.67	20.26	20.87
	1,350.00	1,390.50	1,432.50	1,475.25	1,519.50	1,565.25
	35,100.00	36,153.00	37,245.00	38,356.50	39,507.00	40,696.50
Child Care Assistant in Training	12.73	13.11	13.51	13.91	14.33	14.76
	954.75	983.25	1,013.25	1,043.25	1,074.75	1,107.00
	24,823.50	25,564.50	26,344.50	27,124.50	27,943.50	28,782.00
Child Care Assistant	12.50	12.88	13.26	13.66	14.07	14.49
	937.50	966.00	994.50	1,024.50	1,055.25	1,086.75
	24,375.00	25,116.00	25,857.00	26,637.00	27,436.50	28,255.50

\*New Salary Schedule will be implemented as of the date of ratification

\*\*Increments will be considered in accordance with Article 12 – Merit Increases

## **Appendix “B” – Classification Descriptions**

### **Child Care Assistant**

As defined in The Community Child Care Standards Act Manitoba Regulation 62/86.

Encouraged to participate in at least twenty-four (24) hours of professional development in early childhood education per year.

### **Child Care Assistant in Training (40 Hours)**

Is actively pursuing an ECE classification, working with the supervision and support of an ECE, and performing all CCA required duties and responsibilities.

There is a written formal contract agreement with the Employer consistent with the terms of this Collective Agreement, mapping out a professional development plan which leads to an ECE credential through a CCEPAC approved or equivalent training program. The contract outlines an agreed upon end of date for training, as well as the support provided by the Centre during training (i.e. payment for course; and an agreement as to how many years to remain employed at the Centre).

### **Early Childhood Educator II/III**

As defined in The Community Child Care Standards Act Manitoba Regulation 62/86.

Duties are primarily those performed by a front line caregiver of children registered in attendance under the licensed facility.

Participates in a minimum of twenty-four (24) hours of ECE professional development per year.

**Memorandum of Agreement No. 1**

*Between*

**Assiniboine Early Learning Centre**

**And**

**Manitoba Government and General Employees' Union**

**Re: Meal And Travel Reimbursement Schedule**

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(Based on the current ACC Collective Agreement Reimbursement Schedule) Effective Upon Ratification

An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

**Individual Meals**

Areas covered by Remoteness Allowances:

<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>	<b>Per Diem</b>
\$9.64	\$12.20	\$20.60	\$61.60

In all other areas:

<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>	<b>Per Diem</b>
\$9.00	\$11.55	\$20.60	\$61.60

\*Actual meal expenses exceeding the above maximum may be claimed if supported by a receipt to a maximum of \$61.60 per diem, unless otherwise approved. If travelling for only part of the day, either the per diem amount or a receipt for a reasonable amount can be claimed.

Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by either:

- (a) At least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at \$15.00 per day effective date of ratification;
- (b) At least three and one-half (3½) hours, exclusive of a dinner/supper break, an allowance equivalent to that payable as in (a) above, shall be paid.

**Travel**

An allowance for the use of a privately owned vehicle, for travel on centre business, when authorized by the Employer, shall be paid \$0.46/km.

No AELC employee is required to provide a personal vehicle as a condition of employment.

The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

An employee submitting kilometres for the purpose of filing a claim should round to the nearest 1/10 (one tenth) of a kilometre (e.g. 5.7km).

Signed this 23 day of September 2019.

Jim Broatch  
On behalf of Assiniboine Early Learning Centre

Constance Salf  
On behalf of Assiniboine Early Learning Centre

Shanna M. Way  
On behalf of Assiniboine Early Learning Centre

Angela Eilers  
On behalf of Manitoba Government and General Employees' Union

Ann Hildreth  
On behalf of Manitoba Government and General Employees' Union

Suzanne Roch  
On behalf of Manitoba Government and General Employees' Union

Anderson  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement No. 2***Between***Assiniboine Early Learning Centre****And****Manitoba Government and General Employees' Union****Re: Respectful Workplace Policy**

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Assiniboine Early Learning Centre is committed to providing a safe and respectful work environment for all employees, suppliers, patrons and visitors so far as reasonably practicable. No one, whether a supervisor, an employee, a supplier, a patron or any member of the public should be subjected to discrimination, harassment, sexual harassment, personal harassment, bullying, disrespectful or violent behaviours, for any reason, at any time. No one has the right to discriminate against, harass, bully, show disrespect or violence towards anyone else, at work or in any situation related to employment. This policy applies to all employees of Assiniboine Early Learning Centre including all persons contracted by Assiniboine Early Learning Centre.

Assiniboine Early Learning Centre will not tolerate or condone any type of behaviour which contravenes this policy and will take necessary and appropriate action to address situations that occur which are a breach of this policy. It is the responsibility of every employee to conduct him/herself in a manner consistent with this policy.

**Defining Harassment**

Harassment is defined as any, objectionable or offensive conduct, comment, action, gesture or display, directed at a person or group of persons that degrades, demeans, humiliates or embarrasses and that a reasonable person should have known would be unwelcome, thus creating an uncomfortable, hostile and/or intimidating work and learning environment. It also includes an improper use of power or authority inherent

in a person's position. It is behavior that is unwelcome, vexatious, hostile, inappropriate and unwanted and that:

- Threatens the health or safety of an employee.
- Endangers an employee's job or threatens the economic livelihood of the employee.
- Undermines the employee's job performance or negatively interferes with the employee's career in any other way.
- Adversely affects the employee's dignity or psychological or physical integrity.
- Results in a harmful workplace for the employee.

Harassment may be a one-time event or series of incidents and may also exist systemically as part of the work environment. Retaliatory behavior in response to a complaint is also considered to be harassment.

### **Harassment on Human Rights Grounds**

Harassment under Manitoba law is defined as a course of offensive and unwelcome conduct or comment made on the basis of a person's:

- Age
- Physical size or weight
- Ancestry, including colour and perceived race
- Ethnic background or origin
- Gender-determined characteristics or circumstances
- Marital or family status
- Nationality, national origin or citizenship
- Physical or mental disability
- Political belief, political association or political activity
- Record of offences
- Religion, creed, religious belief, religious association or religious activity
- Sex, including pregnancy, the possibility of pregnancy or circumstances related to pregnancy
- Sexual orientation
- Source of income, including funding, financial or economic status.

Examples of human rights based harassment include, but are not limited to:

- Insulting gestures, remarks, jokes, innuendoes or taunting based on any of the above prohibited grounds or about adornments and rituals associated with cultural or religious beliefs
- Displaying racist, derogatory or offensive written or visual material
- Racial or ethnic slurs, including racially derogatory nicknames
- Unwelcome inquiries about a person's source of income or funding
- Racially motivated threats, intimidation or physical force
- Any action, verbal or physical, that expresses or promotes racial intolerance, prejudice discord or hatred
- Refusal to work with or cooperate with an employee or co-worker because of any of the above prohibited grounds
- Any action, verbal or physical, that expresses or promotes racial intolerance, prejudice discord or hatred

### **Personal & Psychological Harassment**

Personal and psychological harassment is also known as “bullying” and can include abuse of authority. This consists of abusive and unwelcome comments and behaviours or actions that offend, abuse, intimidate, humiliate, demean or cause loss of dignity to an individual and can often have the effect of interfering with a person’s work performance. Personal harassment can take place between peers and it can take place between individuals where there is a power imbalance.

“Bullying” occurs when the behaviour criticizes or degrades an individual in a persistent manner or in the presence of others. It is abusive behaviour that makes the recipient feel upset, threatened, humiliated or vulnerable. “Abuse of authority” harassment occurs when a person in a position of authority uses their position unreasonably and with the intent to interfere with an employee or the employee’s job through the use of humiliation, intimidation, threats or coercion.

A “person in authority” is typically someone who has the ability to influence or impact the working conditions of others.

Examples of personal and psychological harassment include, but are not limited to:

- Written or verbal abuse, threats and/or patronizing comments that are humiliating,
- demeaning or threatening
- Condescending remarks or behaviour which undermines self-respect
- Misuse of authority such as deliberately punitive assignments
- Reprimanding and belittling an individual publicly
- Threats to one's employment, working conditions or personal security
- Dismissive gestures, or comments
- Using patronizing behaviour, language or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working/learning conditions
- Practical jokes that cause awkwardness or embarrassment, that endanger an employee's safety or negatively affect work performance
- Spreading rumours or gossip about another individual
- Isolating an individual or refusing to work with an individual without justifiable reasons
- Displaying graffiti or other material which is racist, sexist, sexually explicit, ethnic-based, religious, offensive, degrading or derogatory
- Unwelcome remarks, jokes, innuendoes, or taunting about a person's appearance, body, height, weight, attire, age, marital status, political belief, political association or political activity, gender, ethnic background, race, religion, accent, sexual orientation or disability or any other prohibited grounds

### **Sexual Harassment**

Sexual harassment is defined as any type of sexually-oriented conduct, comment or gesture whether intentional or not, that is unwelcome, offensive or unsolicited and has the purpose or effect of creating a work environment that is hostile or offensive.

Examples of sexual harassment include but are not limited to:

- Unwelcome sexual jokes, language, advances or propositions.
- Written or verbal abuse of a sexual nature, sexually degrading or vulgar words to describe an individual.
- The display of sexually suggestive or pornographic objects, pictures, posters or cartoons.

- Unwelcome comments or taunting about an individual's body, size, attire, sex or sexual orientation.
- Inquiries or comments about a person's sex life or sexual preferences.
- Unwelcome touching, leering, whistling, brushing against the body, pinching, patting, kissing or suggestive, insulting or obscene comments or gestures.
- Sexual assault.
- Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same.
- Refusing to work with or have contact with workers because of their sex, gender or sexual orientation.

Harassment is not:

- Appropriate performance reviews, counseling, coaching or discipline by a supervisor.
- Day to day management or supervisory decisions involving work assignments, workplace assessments or implementation of appropriate dress codes, provided they are carried out in a manner that is reasonable and not abusive.
- Physical contact necessary for the performance of the work using accepted industry standards.
- Conflict or disagreements in the workplace that are not based on one of the prohibited grounds and would reasonably be considered as acceptable within a workplace setting.
- Occasional misunderstandings, thoughtlessness or poor communications.
- Reasonable words or actions related to isolated stress or frustrations encountered in the performance of work duties.
- Consensual banter or conduct, or romantic relationships, where the people involved do not find it offensive or unwelcome and consent to what is happening.

### **Defining Violence**

Workplace violence is defined as the exercise of physical force by a person against an employee in a workplace that causes or could cause physical harm or injury to an

employee, or the attempt to exercise physical force against an employee in the workplace that could cause physical harm or injury. It also includes the threat, real or perceived, of any act of physical force or aggression. Examples of workplace violence include but are not limited to:

- Hitting, scratching, pinching, biting.
- Throwing or slamming things.
- Swearing and the use of profane language.
- Yelling and screaming.
- Direct, conditional or veiled threats.
- Practical jokes that could cause embarrassment or physical harm or injury.
- Vandalism of personal property.
- Use of or threat to use a weapon.

Workplace violence can take place in the workplace itself, or outside the workplace in a situation that is somehow connected to work. This includes threatening phone calls from one employee to another at his or her home, or any kinds of verbal or written threats or violent actions against an employee's family or property.

### **Domestic Violence**

If Assiniboine Early Learning Centre becomes aware of domestic violence that would likely expose an employee to physical injury or harassment in the workplace, we will take every precaution reasonable in the circumstances for the protection of the employee. This could include:

- Preparing an emergency security plan including procedures for contacting police
- Exploring options for voluntary relocation of the victimized employee
- Exploring options to prevent the employee from having to deal with harassing electronic communication of any type including telephone calls, e-mails, faxes and text messages.
- Displaying domestic violence prevention information and resource lists
- Inviting community resources to provide sessions on domestic violence to employees, supervisors and managers
- Distributing a statement that the organization does not tolerate acts of violence in the workplace including domestic violence

### **Rights and Responsibilities Employees**

All employees are responsible for ensuring that the work environment is free from discrimination, harassment and violence. Employees are expected to treat each other with respect and to speak up if they or someone else is being harassed, discriminated against or being treated with disrespect. All employees also have a responsibility to report incidents of harassment, discrimination or violence to the appropriate person, and to co-operate in any investigations, should they occur. All employees are responsible for respecting the confidentiality of anyone involved in a complaint or an investigation.

Employees have the right to file a complaint directly with the Manitoba Human Rights Commission or the Workplace Safety and Health Division. Before filing a complaint with the Workplace Safety and Health Division, the employee must ensure that the person responsible for the behaviour is requested either verbally or in writing to stop the behaviour. If an employee does file a complaint with another body, s/he must give a copy of the complaint to his/her supervisor.

If a complaint has been filed, an employee also has the right to refuse to work if the reported behaviour substantially interferes with the employee's ability to perform his or her work and the employee reasonably believes the behaviour will continue, or the employee's health or safety is jeopardized by continuing to work. If an employee refuses to work, s/he must advise his or her supervisor and must promptly notify a Workplace Safety and Health Officer in writing, identifying the reasons for refusing to work. A copy of this notification must be given to his/her supervisor. If it is determined that the employee does not have to work, he/she will be allowed to remain offsite, with pay, until disciplinary or other action has been taken, or reasonable alternative work arrangements have been made for the employee.

### **Supervisors**

All supervisors are responsible for creating and maintaining a work environment that is free from discrimination, harassment and violence. This includes ensuring that this policy is accessible and communicated to their employees. They are also responsible for setting an example for appropriate workplace behavior and ensuring that

inappropriate behavior is not allowed, condoned or ignored. This includes taking preventive action to avert the development, escalation or recurrence of inappropriate behavior within their areas of responsibility. Supervisors are also responsible for assisting employees who turn to them for help with concerns or complaints that fall within this policy. They may be considered party to the complaint if they fail to take corrective actions, and could be disciplined.

In addition to the responsibilities outlined above, supervisors are responsible for encouraging, supporting and providing training, plus the resources necessary for employees to fulfill their roles with respect to this policy.

Supervisors have the right to work within this policy and to expect that all employees will abide by the policy. They also have the right to be protected from frivolous or malicious claims and to manage the affairs of their area of responsibility to meet Assiniboine Early Learning Centre's objectives.

### **Employer**

As an employer, Assiniboine Early Learning Centre has a responsibility to be aware of what is happening in the workplace and for dealing with discriminatory, harassing, disrespectful and violent incidents appropriately. Assiniboine Early Learning Centre will discipline anyone who has been found to have harassed, discriminated against or behaved violently towards a person or group of people or who retaliates in any way against anyone who has lodged a complaint or who has given evidence during an investigation. Assiniboine Early Learning Centre will also discipline supervisors who do not act properly to end harassment, discrimination and disrespectful behaviours.

Upon hiring, Assiniboine Early Learning Centre will provide all supervisors with training and education on how to prevent and respond to workplace harassment and violence and will provide refresher training on a regular basis.

Assiniboine Early Learning Centre has the right to work within this policy and to expect that all employees will abide by the policy. Assiniboine Early Learning Centre also has the right to manage the affairs of the center to meet Assiniboine Early Learning Centre's objectives.

## **Complaint Procedures**

Employees have the right to complain if they feel they have been treated in an inappropriate manner, and are encouraged to take direct, assertive action should they experience discrimination, harassment, disrespectful or violent behaviour. Assiniboine Early Learning Centre will not tolerate any retaliation against anyone who files a complaint. All complaints will be handled in a confidential manner and the name of any complainant or respondent or the circumstances surrounding the complaint will not be disclosed and will be treated confidentially, except as necessary to investigate the complaint or as required by law. Any employee who files a complaint may be accompanied by a person of their choice during any discussions, interviews or investigations arising from the complaint.

### **Informal**

Tell the alleged offender you find the behaviour offensive and unwelcome, and they should immediately stop such behaviour. This can be done either in person or in writing. Telling the person to “stop” may be difficult to do, but frequently it is the most effective means of eliminating the problem. Make a note of your discussion with the individual, including the date, and keep it for future reference.

Where the above cannot be done, is inappropriate, or is unsuccessful, seek immediate assistance from your supervisor. They may suggest a mediated process or a meeting to discuss and get clarification around the events that have occurred. If the supervisor is the alleged harasser, seek assistance from another supervisor or the Assiniboine Early Learning Centre Board.

The complainant shall not be compelled to proceed with a complaint and shall have the right to withdraw a complaint at any point up to the initiation of the formal process.

Assiniboine Early Learning Centre may, however, determine to proceed with the complaint as an organizational response.

The complainant and the alleged harasser may each be accompanied by a person of his/her choice during meetings conducted regarding a complaint.

### **Formal**

Where an informal resolution cannot be done, is inappropriate or is unsuccessful, employees should submit a formal complaint in writing. Employees should seek immediate assistance from their supervisor. Record the dates, times, locations, witnesses and nature of the incidents, particularly any incidents that may have occurred subsequent to the alleged offender being told the behaviour is offensive. Management will take action on any complaint quickly and as confidentially as possible, and will let both parties to any complaint know the outcome of any investigation.

The following process will be followed:

- The employee making the claim should submit the complaint in writing. Include information on what happened, when, where, what was said, who said what, witnesses, what you did at the time.
- The supervisor will notify the alleged offender of the complaint, and will provide him/her with a copy of the written complaint. The alleged offender will be given an opportunity to consult with legal counsel, or a personal representative and to respond in writing to the allegations outlined in the formal complaint.
- The Complainant will be given a copy of the Respondent's response.
- Management may attempt to resolve the matter through discussion, or may initiate a formal investigation.
- If necessary, a formal and confidential investigation will be conducted by either a representative of Assiniboine Early Learning Centre or by an outside, impartial investigator.

Findings will be reported to management.

Management will inform the person lodging the complaint and the alleged offender of the results of the investigation.

### **Outcomes and Remedies**

If, based on the balance of probabilities, the evidence supports the complaint, management will do whatever is necessary to stop the discrimination, harassment, or

disrespectful behaviours. Any files regarding the complaint will be kept in a separate and confidential location in the supervisor's office.

Discipline may range from awareness training to disciplinary action imposed in accordance with the corrective action process.

Remedies for the employee filing the complaint may include, but is not limited to:

- A verbal or written apology from the offender
- Payment of any wages or benefits lost
- Granting of a position or promotion that was denied

If the investigation does not find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of any of the parties involved and no repercussions will occur for the person filing the complaint, if the complaint was filed in good faith.

All incidents and complaints will be taken seriously, but employees should remember that frivolous or unfair complaints are disruptive and unacceptable. Any employee, who is found to have filed a complaint that is considered frivolous, or that was filed with malicious intent, will be subject to disciplinary action.

An employee has the right to file a complaint with their provincial Human Rights Commission or their provincial Workplace Safety and Health Department. This policy is not intended to discourage or prevent the complainant from exercising any other legal rights.

### **Timelines**

Complaints should be made as soon as possible, ideally within one month after the occurrence. Complaints will be resolved as quickly as possible, ideally within 60 days of the complaint being received where possible.

### **Confidentiality**

Confidentiality must be distinguished from anonymity. The complainant who wishes to seek a remedy must be prepared to be identified to the alleged harasser.

Confidentiality of the persons involved in an investigation shall be maintained as

appropriate and as allowed by law to protect both the complainant and the alleged harasser against unsubstantiated claims which might result in harmful or malicious gossip. It must be recognized that, to the extent that the parties choose to initiate proceedings or make comments outside the organization's internal complaint procedure, confidentiality cannot be guaranteed.

### **Records**

Sealed records of harassment complaints will be kept in a secure location within Assiniboine Early Learning Centre's offices.

**Memorandum of Agreement No 3**

*Between*

**Assiniboine Early Learning Centre**

**And**

**Manitoba Government and General Employees' Union**

**Re: Long Service Vacation**

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It is mutually agreed between the parties that the following staff who were hired prior to negotiating Assiniboine Early Learning Centre's Collective Agreement, shall retain their current vacation entitlement, until such time as a renegotiation of the agreement takes place giving consideration to the overall AELC financial constraints, or they resign or retire.

Shelley Anderson

Bev Sanderson

Lorraine Roels

Signed this 23 day of September 2019.

*GM Broatch*  
On behalf of Assiniboine Early Learning Centre

*Angela*  
On behalf of Manitoba Government and General Employees' Union

*Constance Sall*  
On behalf of Assiniboine Early Learning Centre

*Ann Hild*  
On behalf of Manitoba Government and General Employees' Union

*Shanna M Way*  
On behalf of Assiniboine Early Learning Centre

*Lorraine Roels*  
On behalf of Manitoba Government and General Employees' Union

*B Sanderson*  
On behalf of Manitoba Government and General Employees' Union