

Collective Agreement

between

Churchill Children's Centre

Local 455

and

Manitoba Government and General Employees' Union

April 1, 2017 to March 31, 2024

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*All changes appear in **bold**.

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*All changes appear in **bold**.*

This Agreement made this 28th day of September, 2022.

between

Churchill Children's Centre
(hereinafter referred to as the "Employer")

of the first part

and

Manitoba Government and General Employees' Union
(hereinafter referred to as the "Union")

of the second part.

Article 1 Purpose of Agreement

1:01 The purpose of this Agreement is to maintain harmonious relations and settled conditions of employment between the Employer and the Union, to promote cooperation and understanding between the Employer and staff, to recognize the value of joint discussion, negotiations, in all matters pertaining to the conditions of employment, rates of pay and hours of work, to promote the well-being of all employees of the bargaining unit and to promote efficient operation of the **Center**, it is recognized that at all times and under all circumstances first consideration will be given to the welfare of the consumer of the services of the **Center**.

Article 2 Duration of Agreement

- 2:01** (a) This Agreement shall be in full force and effect from April 1, **2017**, until March 31, **2024**.
- (b) The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.

(c) The Union agrees to give the Employer at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of strike action.

(d) The Employer agrees to give the Union at least two (2) weeks (fourteen [14] days) written notice as to the intended time and date of lockout.

2:02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

2:03 This Agreement may be amended during its term by mutual agreement.

2:04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

Article 3 Application of Agreement

3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in Schedule "A" **or as may be granted voluntary recognition by the Employer and identified in Schedule "A"**.

Article 4 Definitions

4:01 "Classification" means the grouping of positions into classes where positions constituting the class require similar general abilities and skills and have similar responsibilities to allow the use of a common occupational title.

4:02 "Promotion" means the change from one (1) classification to another having a higher maximum salary.

- 4:03** (a) An employee is a person employed by the Employer and covered by this Agreement.
- (b) A “full-time” employee is one who regularly works the hours specified in Article 17.
- (c) A “part-time” employee is one who regularly works less than full-time hours, as specified per Article 18:01, on a regular and reoccurring basis.
- 4:04** The word “transfer” shall mean a change by an employee from one (1) position in a grade to another position within the same grade in Schedule “A”.
- 4:05** The words “casual employee” shall mean a person employed to replace sick, vacationing, or absent employees and for temporary increases in workloads.
- (a) Casual employees shall receive vacation pay bi-weekly at the rate of four percent (4%) of the regular hours worked in a bi-weekly pay period.
- (b) Casual employees are paid in accordance with the salaries specified in Schedule “A”.
- (c) **Casual employees shall be entitled to an increment increase after working 1,950 (as applicable) hours from their last increment, if their work performance is considered satisfactory at the discretion of the Employer.**
- (d) Casual employees are entitled to the shift premium(s) outlined in Article 29.
- (e) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1 ½ x) their basic rate of pay.
- (f) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.

- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 8.
 - (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
 - (i) Article 29 herein applies only with respect to the terms of this Article.
- 4:06**
- (a) A “term position” shall be for a specified period of time or until completion of a particular project within the specific department:
 - (i) The Employer will determine whether positions of less than two (2) months will be posted.
 - (ii) Term positions of duration of two (2) months or more shall be posted.
 - (iii) Term positions shall be for a maximum duration of one (1) year unless this period is extended with the agreement of the Union.
 - (b) When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 15.
 - (i) All employees may apply for the term position.
 - (ii) Additional postings shall not be required for the position of the employee who may be awarded the term position.
 - (iii) Any additional hours occurring as a result of the filling of a term position shall be offered to part-time employees in accordance with Article 4:09.
 - (iv) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

- (c) Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reasons as indicated by the Employer and discussed with the Union, the term position shall be posted as “indefinite term”.
- (i) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
 - (ii) The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, or a minimum of two (2) weeks’ notice in case of a position that does not have a previous incumbent.
- (d) Upon completion of the term position, the employee shall be returned to their former position.
- (e) In case an employee on maternity/parental leave wishes to exercise **their** rights to return from such leave earlier than anticipated, having given appropriate notices, the Employer shall state on the job posting that said term position is a “Maternity Leave of Absence term” which may expire sooner than the date indicated, subject to written notice of a minimum of two (2) weeks, or one (1) pay period, whichever is longer.

Any positions directly resulting from the filling of a “Maternity Leave of Absence” will be posted in the same manner.

- 4:07** “Representative” means an elected Steward or Officer or a Staff Representative of the Manitoba Government and General Employees’ Union.
- 4:08** Wherever the singular or feminine gender is used in this Agreement the same shall be construed as meaning the plural or masculine gender where the context so admits or requires.
- 4:09** The word “qualifications(s)” when used in this Agreement shall mean the required knowledge, education, related experience or certificate as determined by the Employer to adequately perform the job demands and requirements.

4:10 “Length of Employment” shall mean the period of time since an employee last became a full-time or part time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

Article 5 Discrimination and Sexual Harassment

5:01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

5:02 The Parties agree that there shall be no discrimination based on:

- Ancestry, including colour and perceived race
- Ethnic background or origin
- Age
- Nationality or national origin
- Political belief, association or activity
- Religion or creed
- Sex, including pregnancy
- Marital status or family status
- Sexual orientation
- Physical or mental disability
- Place of residence
- Membership or non-membership or activity in the Union

Except as may be allowed under the Manitoba Human Rights Code.

5:03 The Employer 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 in recognizing and dealing with such problems, should they arise.

Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employees involved.

- 5:04** The definition of harassment shall consist of the definition contained in the Human Rights code and shall further include the definition of harassment set out in the Centre's Harassment Policy.

Article 6 Union Business

- 6:01** Upon providing fourteen (14) days' notice in a written request to the Employer, and where operational requirements permit, time off, including necessary traveling time, shall be granted on a wage recovery basis to:
- (a) Officers of locals for purpose of attending at local meetings.
 - (b) Members who are elected as delegates to the Convention(s) of the Manitoba Federation of Labour, and such other conventions to which the Union is affiliated.
 - (c) Officers and Stewards for the purpose of attendance at training sessions.
 - (d) Members who are elected as delegates to the Annual Convention of the Union for attendance at such Convention.
- 6:02** Upon written request to the Employer, and where operational requirements permit, time off without loss of pay for a maximum of two (2) employees as designated by the Union shall be granted by the Employer for the purposes of meeting with the Employer to conduct Local Collective Agreement negotiations.
- Any additional time off granted to such employees shall be on a wage recovery basis.
- 6:03** The Union agrees to reimburse the Employer the wages paid to employees while on wage recovery upon receipt of a statement from the Employer as to the correct amount and for whom wage recovery is claimed by the Employer.

Article 7 Bulletin Boards

7:01 The Employer agrees to supply the Union with a separate bulletin board, which shall be designated for the purpose of posting materials pertaining to the business and information of its' members. All materials to be posted shall be presented for approval and signature to the Executive Director prior to posting.

Article 8 Union Security

8:01 The Employer agrees to deduct an amount equal to the dues as set by the Union from each employee covered by this Agreement and to forward such dues monthly together with a list of the names of the employees and the amount of dues so deducted opposite of each employee's name to the Union's Central Office.

8:02 The Union agrees to notify the Employer in writing of any change in dues at least one (1) month in advance of the pay period in which the deduction is to be made.

8:03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of 8:01 and 8:02, except for any claim or liability arising out of an error committed by the Employer.

8:04 Notwithstanding, any other provisions in this Agreement, the Employer shall not later, than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:

- (a) The name of each employee within the bargaining unit.
- (b) The classification of each employee within the bargaining unit.
- (c) The current monthly wage of each employee within the bargaining unit.

Article 9 Contracting Out

9:01 The Employer will give all reasonable consideration to provide continued employment to employees who would otherwise become redundant because work is to be contracted out, and further the Employer shall give the Union notice in writing ninety (90) days in advance of any plan to contract out work being performed by the employees, except in an emergency beyond control of the Employer. Both the Employer and the Union shall explore all other reasonable alternatives to have the work completed by members of the bargaining unit before contracting out.

Article 10 Job Descriptions

10:01 In the event that the Employer established or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.

10:02 Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Appendix "A" of this agreement.

10:03 If the Union files written objection, as per Article 10:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

10:04 Failing agreement, the matter may be referred to arbitration in accordance with Article 29.

Article 11 Rights of Stewards

11:01 The Employer recognizes that Local Union Officers and/or Shop Stewards have duties and responsibilities towards and on behalf of the Union.

The Union recognizes that Stewards and Officers are employees of the Employer and as such have jobs to perform on behalf of the Employer.

Local Union Officers and/or Shop Stewards shall be expected to conduct Union business before or after working hours, or during rest or meal breaks.

If impossible to do so, the Officer/Steward may be entitled to leave their work during working hours in order to carry out their functions under the collective agreement which involves the investigation and processing of grievances providing that each employee involved in the issue has obtained approval from the Manager or designate for the time required. Reasonable advance notice will be provided where the Officer/Steward has themselves received advance notice. Permission to leave work during working hours will be subject to operational requirements. Permission shall not be unreasonably sought or withheld.

In the event that the Officer/Steward is carrying out **their** functions under the collective agreement outside **their** department, the Officer/Steward must receive permission from the Manager or designate of the department **they are** entering. When permission to leave work as indicated above is granted, this time shall be considered as time worked.

- 11:02** The Union agrees to provide the Employer with a list of Representatives subsequent to the ratification of this Contract and shall submit any and all changes or amendments to this list as they occur during the life of this contract.

Article 12 Management's Rights

- 12:01** The Employer shall retain all rights to manage the **Center**, providing that in the exercise of such rights the provisions of this Agreement are adhered to, and shall exercise these rights in a fair manner.

Article 13 Seniority

- 13:01** Seniority shall be defined as the total accumulated regular hours of work, exclusive of overtime, calculated from the date the employee last entered the service of the Employer in a position covered by this Agreement.
- 13:02** Temporary employees shall earn seniority in accordance with this Article however, they shall not be entitled to exercise this seniority unless, at the completion of their period of temporary employment, they become a permanent employee without interruption of service.
- 13:03** Seniority will terminate if an employee:
- (a) Resigns;
 - (b) Is discharged for just cause and not reinstated under the grievance of arbitration procedure;
 - (c) Is laid off and fails to report for duty as instructed as per Article 10:06;
 - (d) Is laid off for more than twelve (12) months;
 - (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, 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.
 - (g) Is absent for two (2) consecutive work days and does not provide the Employer with an acceptable explanation.
- 13:04** Seniority will continue to accrue if an employee:
- (a) Is on any period of paid leave of absence;
 - (b) Is on any period of paid 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, except those referenced in 13:04(e);
- (e) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D&R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (f) Is on parenting leave;
- (g) Is assigned to temporarily relieve or replace an employee in an out of scope position;
- (h) **They are** on an educational leave of absence up to two (2) years.

13:05 Seniority will be retained but will not accrue if an employee:

- (a) Is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in Article 15:05(b);
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, M.P.I. or D&R for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) Is laid off for less than twelve (12) months;
- (d) Is on the trial period of an out-of-scope position;
- (e) Is in a term in an out of scope position;
- (f) Is on an educational leave of absence in excess of two (2) years.

13:06 Where an employee is promoted to a position outside of the bargaining unit and is returned to the bargaining unit within ninety (90) working days from the date of promotion, the employee will re-enter the bargaining unit with the seniority accrued to the date of promotion.

- 13:07** The Employer agrees to maintain a seniority list showing the total accumulated hours of seniority of each employee. An up-to-date seniority list shall be posted on the bulletin board in January of each year, and the Union shall be mailed a copy at the same time.

Article 14 Employment Practices

- 14:01** All new employees shall be on probation for four (4) months from the date of their employment. However, this shall not preclude the employer from extending the probationary period of an employee to a maximum of two (2) additional months.

Probationary employees may be terminated during the probationary period provided the employer determines, in good faith and on a fair and reasonable basis, that the employee is not suitable for the position, whatever the reason. The standard of just cause does not apply during the probationary period in accordance with Section 79 of the LRA. A probationary employee shall not have access to the grievance and arbitration articles of this collective agreement.

- 14:02** Where an employee has been called in for a meeting(s) with regard to **their** performance or with regard to a disciplinary matter involving **them**, and at any time during the meeting(s) the employee feels that **they** require a Representative to be present, **they** shall be allowed to have a Representative of **their** choice called in provided such Representative is on duty in the **Center** at the time.
- 14:03** No person shall change or amend an employee's time card without the employee being notified of the change.
- 14:04** In the event that Polar Bears constitute an immediate danger to employees traveling to and from the **Center**, the Employer shall ensure that employees are reimbursed for, or provided with transportation.
- 14:05** Where employees cannot arrive as scheduled at the **Center** due to inclement weather, they shall be rescheduled to work any hours missed or allowed to

use banked time, overtime, or vacation for any hours missed to insure maintenance of their salaries.

Employees who must tend to serious personal responsibilities due to inclement weather shall be allowed to leave work early without loss of pay subject to the Authority's operational requirements.

- 14:06** All employees shall be required to read and sign for the Authority's Personnel and Procedures Handbook and shall receive a copy of the Handbook at the time of signing and any additions, deletions or revisions as they occur. Where the Handbook has not been up-dated and its' provisions may conflict with this Agreement, employees shall be aware that this Agreement supersedes the Handbook.
- 14:07** The Employer shall, within two (2) working days of an employee making written request, give to that employee a written statement of **their** credits for income protection, **their** vacation, and/or **their** banked overtime as of the date of the last pay period.
- 14:08** The president or designate of the Local Union shall be granted fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling under the scope of this Agreement with the fact that a union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees.

Article 15 Promotions

- 15:01** When the Employer determines a vacancy exists, or when a new job is created, a notice shall be posted for a period of seven (7) calendar days. Such postings shall state required qualifications, current unit/department (as applicable), current or anticipated shift, hours of work and wage rate. Employees will be required to make application in accordance with the employer's defined process.

A five (5) calendar day positing period will be required for;

- (a) Subsequent postings that originate as a result of vacancies occurring due to staff transferring in to initial vacancies;
- (b) An employee terminating employment and not giving full period of notice; or
- (c) Where a term position has been created due to a leave of absence where less than four (4) weeks' notice has been given.

15:02 When an employee fails to give proper termination notice, the position may be filled immediately on a temporary basis.

15:03 Notice of job vacancies or newly created positions shall contain the nature of the position, minimum qualifications and salary range. The Employer agrees that the position shall be given to employees within the bargaining unit where the applicant's qualifications meet the job requirements.

15:04 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 physical requirements of the job, having the necessary qualifications and a good employment record.

- 15:05**
- (a) All promotions and voluntary transfers are subject to a four (4) consecutive month trial period of actual time worked.
 - (b) Conditional upon satisfactory performance, **they** shall be declared permanent after the trial period.
 - (c) During the trial period, shall be returned to **their** former position without loss of seniority:
 - (i) By the Employer when **they** prove to be unsatisfactory in the new position, or
 - (ii) On request by the employee but at the Employer's sole discretion.
 - (d) If the employee returns in accordance with (a) or (b) above, **they** will be placed in **their** former position and former employment status. If an

employee had replaced **them**, they too will bump back to **their** previous job/employment status. If that employee was FT or PT permanent they revert back to their previously owned position. If this move displaces another employee they too bump back and so on. If an employee was casual, they revert back to casual. If they were hired specifically for the term then their employment ends.

Notwithstanding Article 15:01, should an employee return to **their** former position in accordance with (i) or (ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position.

- 15:06** Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board.
- 15:07** Where an employee is promoted, **they** shall be paid at a step in the pay range of the classification to which **they are** promoted to, which is greater than the rate of pay **they were** receiving prior to her promotion.
- 15:08** The Union shall receive a copy of all job postings and the names of successful applicants.

Article 16 Acting Pay

- 16:01** In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, **they** shall be paid the higher of sixty-five cents (\$0.65) per hour, or the minimum step for the higher classification from the first day of assuming such position with the provision that at no time will the hourly rate exceed the hourly rate of the position to which **they are** assigned.

Article 17 Responsibility Pay

17:01 Employees assuming greater responsibility of duties for the continued operation of the department shall be eligible to receive responsibility pay of seventy cents (\$0.70) for each hour worked during the normal working hours of the department.

Article 18 Hours of Work

18:01 The daily hours of work for employees shall be seven and one-half (7 ½) hours.

18:02 Daily hours of work shall be consecutive, inclusive of rest periods and exclusive of meal periods.

18:03 (a) Employees working from three (3) hours up to five (5) hours in length shall be entitled to one (1) 15-minute paid rest period scheduled by the Employer. Rest periods shall not begin until one (1) hour after commencement of work unless mutually agreed to between the employee and the Employer.

(b) Employees working more than five (5) hours up to less than seven (7) hours shall be entitled to one (1) 15-minute paid rest period and one unpaid meal period of not less than 30 minutes at times scheduled by the Employer.

(c) Employees working seven (7) hours up to eight (8) hours are entitled to two (2) 15-minute paid rest periods and one unpaid meal period of not less than 30 minutes at time scheduled by the Employer. Meal periods shall be taken not earlier than three (3) hours after commencing a shift and shall terminate no later than five (5) hours after the beginning of the shift unless mutually agreed between the Employer and the employee.

18:04 The work week shall normally consist of five (5) consecutive days per week with weekends off. A weekend shall mean Saturday and Sunday.

- 18:05** Shift schedules will be posted two (2) weeks in advance of the commencement of the first scheduled shift. Shift schedules shall cover a period of not less than four (4) weeks in length and the Employer agrees to avoid changes in the schedules as much as possible.
- 18:06** Except in emergencies or circumstances beyond control of the Employer shift schedules will observe the following:
- (a) All employees will receive four (4) days off for every ten (10) days of work scheduled.
 - (b) No employee shall be scheduled to work more than eight (8) consecutive days.
- 18:07** Requests for changes in shift schedules or requests for specific days off will be submitted in writing at least two (2) weeks prior to the position of the shift schedule and any request for an exchange of shifts between employees must contain the signatures of all affected employees. Where permission is granted by the Employer for a change in shift schedule it shall not result in any increased cost to the Employer.

Article 19 Overtime

- 19:01** Overtime shall be deemed to be time worked in excess of the normal daily hours of work and such time to have been authorized by the Employer.
- 19:02** A part-time employee shall be eligible for overtime where authorized by the Employer on the following basis:
- (a) Daily overtime is only payable when the employee has worked beyond the daily hours for that classification (i.e. seven and one-half [7 ½] hours).
 - (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week (i.e. a part-time employee only has two [2] “day of rest” per week).

- 19:03** Overtime shall be compensated by payment of one and one-half (1 ½ x) times the employee's regular hourly rate of pay for each of the first three (3) consecutive hours of overtime and at the rate of double the employee's regular hourly rate of pay for hours worked in excess of three (3) hours worked in any one day. Overtime worked on a general holiday shall be at the rate of double the employee's regular hourly rate of pay.
- 19:04** Where a full-time employee is required to work on a scheduled day off, the employee shall be paid at two (2) times **their** regular hourly rate of pay for all hours worked.
- 19:05** Where an employee is called back to work after the completion of **their** shift, as per Article 18:01 and has left the **Center**, but prior to commencement of **their** next shift **they** shall be paid a minimum of three (3) hours pay at the applicable overtime rate.
- 19:06** By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year or paid out.
- (a) Mutual agreement between the employee and the supervisor must be reached within two (2) weeks as to the date(s) to be taken off.
 - (b) A maximum of eighty (80) hours may be banked at any one (1) time.
 - (c) The Employer reserves the right to withdraw its agreement as to the date(s) to be taken should emergency situations so dictate.
 - (d) The employee may, at any time, request to have any portion of banked time paid out.
 - (e) Any changes initiated by the Employer under (c) above which would result in financial loss to the employee due to confirmed travel or vacation arrangements shall be avoided.

Any change initiated by the employee under (d) above which would result in increased cost to the Employer due to alternate staffing arrangements shall be avoided.

- 19:07** The Employer shall either provide transportation or reimburse transportation costs to employees called back to work in an emergency.
- 19:08** Overtime and on call shall be divided as equally as reasonably possible among employees who are qualified to perform the available work. No employee shall be required to work overtime against **their** wishes when other qualified employees within the same classification are available and willing to perform the required work.

Article 20 Pay Practices

- 20:01** Subject to satisfactory performance employees shall be paid within the salary range in the following manner:
- (a) At commencement of employment
 - (b) Not less than the minimum step
 - (c) On each successive anniversary date of employment next higher increment
- 20:02** A full time employee shall be entitled to an annual increment on the anniversary date of the commencement of **their** employment in accordance with the salary schedule attached hereto, if **their** work performance is considered satisfactory at the discretion of the Employer.
- A part time employee shall be entitled to an increment increase after working 1,950 hours from **their** last increment increase or the commencement of **their** employment (not including time worked as a casual), if **their** work performance is considered satisfactory at the discretion of the Employer.
- 20:03** If an increment is delayed under Article 20:04 a further employee assessment shall take place not later than three (3) months following such delay. Subject

to satisfactory resolution of the problems causing the negative assessment the delayed increment shall then be granted.

- 20:04** If an employee voluntarily transfers to a lower or equally paid classification, **they** shall be paid at the same increment step in the new classification as **they were** at the old classification. **They** will be entitled to **their** next increment increase after working 1,950 hours from **their** last increase.

(For example, an employee has worked 1,080 hours in a position in pay grade 12 and transfers to a position in pay grade 10, **they** will progress to **their** next step after working another 1,000 hours).

Article 21 Education

- 21:01** The Employer and Union recognize the importance of providing educational opportunities. Requests for education leave or to take courses (correspondence or class attendance) shall be submitted in writing to the employee's supervisor with a copy to the Department Director. Such requests will be considered on an individual basis and financial assistance may be arranged at the discretion of the Employer.
- 21:02** Employees shall not be required to participate in any educational program at their own expense.

Article 22 Labour Management Committee

- 22:01** The Employer and the Union agree to maintain a Labour Management Committee consisting of not less than two (2) persons appointed by each of the parties. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the requests of either party on an as needed basis.
- 22:02** (a) The main purpose of the Committee is for the exchange of information, the seeking and considering of the advice and view of each party with appropriate opportunity provided to discuss and comment in a genuine manner, and recommendations made wherever possible.

- (b) The above does not imply unanimous or majority agreement nor does it interfere with Employer or Union rights arising out of the Collective Agreement.
- (c) The Labour Management Committee shall not be used as a vehicle for settling disputes which should be processed through the Grievance and Arbitration Procedure.
- (d) Full minutes of each meeting shall be kept and copies of same shall be distributed to those attending as well as to the officers of the Union and designated Authority Management. The minutes and any changes thereto shall be read, passed, and recorded at each meeting.

Article 23 Resignation

- 23:01** Where an employee wishes to resign, **they** shall give written notice, whenever possible of four (4) weeks, but no less than two (2) weeks in advance specifying the last day at work to perform **their** regular duties.
- 23:02** When an employee terminates employment in accordance with 23:01 the employee shall receive from the Employer on the pay day following the last day referred to in 23:01 above, payment of all or any wages, and any other benefits she is entitled to under the terms of this Agreement.

Article 24 Layoff

- 24:01** Except for circumstances beyond the control of the Employer, ninety (90) days' notice of the date of a layoff in excess of four (4) weeks duration shall be given to employees.

In the case of a layoff which is beyond the sole control of the Employer, four (4) weeks' notice or pay in lieu thereof shall be given. In cases of emergency and that where the layoff is less than two (2) weeks duration, the amount of lieu pay shall be reduced accordingly. Example: Three (3) day layoff with eleven (11) days' notice or less equals three (3) days lieu pay; five (5) day layoff with ten (10) days' notice equals four (4) days lieu pay.

- 24:02** Layoffs shall be on the basis of seniority within a classification beginning with the most junior employee in that classification and ascending as required from there.
- 24:03** To be eligible for recall, employees must file their name and phone number with the Employer at the time of layoff. Employees must also notify the Employer of any change of address or phone number during the period of layoff.
- 24:04** No new employees shall be hired until those laid off have been given an opportunity for recall to the classification they formerly held prior to layoff or to some other classification for which they possess the qualifications and ability sufficient to perform the required duties.
- 24:05** Employees shall be recalled by phone and such notice shall be confirmed by registered mail to the employee. The employee must be prepared to begin work at a time agreeable to the Employer.
- 24:06** The right of an employee who has been laid off to be rehired under the Agreement may at the discretion of the Employer be forfeited in the following circumstances:
- (a) If the employee did not communicate with the Employer as specified in Article 26:03 and 26:05.
 - (b) If the employee did not report to work when instructed to do so and fails to provide an explanation satisfactory to the Employer.
- 24:07** For the purpose of Article 26:06 (b), a satisfactory explanation shall be deemed to include, but shall not be limited to, situations where an employee is required by some other employer to give two (2) weeks' notice of resignation.
- 24:08** Employees laid off shall be placed on a re-employment list, with a copy furnished to the Union, and shall be called back to work as required beginning with the most senior employee and descending from there.

24:09 An employee who is laid off or “bumped” may elect to “bump” the most junior employee with less seniority than **them**, in another classification, providing **they are** capable of performing the required duties of that position, with minimal training and orientation provided by the Employer.

Article 25 Employee Performance Review and Employee Files

25:01 Upon written request to **their** immediate supervisor, an employee shall have the right to examine, along with a representative of **their** choice, who is so named in the request, the personnel file kept by the Employer for that employee.

25:02 When a formal assessment of an employee’s performance is made, the employee concerned shall sign the assessment form in question upon its completion to indicate that its contents have been read. The employee shall have the right to place **their** own comments in a space provided on the form prior to **them** signing. Immediately upon the employee signing the assessment form the employee shall be handed an exact copy for **their** own record.

25:03 The Executive Director shall be the only individual authorized by the Authority to issue references to prospective Employers.

25:04 Letters of reference shall be issued to terminating employees upon request.

Article 26 Discipline, Suspension and Dismissals

26:01 No employee shall be disciplined, suspended or dismissed from the **Center** without just cause, and the reasons for discipline (excepting a verbal reprimand), suspension or dismissal shall be given in writing to the employee and further the duration of a suspension shall also be given in writing.

26:02 Where an employee has been suspended or dismissed, **they** shall have the right to grieve the matter commencing at Step Two of the Grievance and Arbitration Procedure within fifteen (15) days from the date the employee was suspended or dismissed.

Article 27 Grievance and Arbitration Procedure

- 27:01** An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in this Article without prejudice to their respective positions.
- 27:02** A grievance is defined as any matter concerning the application, interpretation, administration or any alleged violation of this Agreement.
- 27:03** Hearings shall be held at all steps of the Grievance and Arbitration Procedure and the grievor shall be entitled to have a representative(s) of **their** choice present providing that this representative can be available to attend a hearing without causing undue delay.
- 27:04** Days referred to in this Article are days excluding Saturdays, Sundays and Statutory Holidays.
- 27:05** Where the Employer fails to render a decision at any step of the Grievance Procedure within the time limits specified, the employee or representative may proceed to the next step. However where the grievor or **their** representative fails to comply with the time limits specified the grievance will be deemed to be abandoned.
- 27:06** Any grievance shall be presented in writing and if possible presented on the MGEU Official Grievance Form.
- 27:07** Any time limits or meeting times can be extended by mutual agreement of the parties hereto, with written confirmation to follow.
- 27:08** Policy and group grievances shall only be initiated at Step Two, where Step One of the Grievance Procedure is not capable of resolving the matter.
- 27:09** **Step One - Immediate Supervisor/Department Head**
Within twenty (20) days from the date of the incident giving rise to the grievance the employee shall present the matter to **their** immediate

supervisor/department head who shall render **their** decision in writing to the employee and/or **their** representative within seven (7) days.

27:10 Step Two - Senior Management Member

- (a) Where the decision from Step One is unsatisfactory to the employee, the matter shall be presented to the Senior Management Member within seven (7) days of the receipt of the decision from Step One.
- (b) Within ten (10) days from the date the matter was presented to **them**, the Senior Management Member shall render **their** decision in writing to the employee and/or **their** representative.

27:11 Step Three - Executive Director

Where the decision from Step Two is unsatisfactory to the employee and the Union, the grievance may within twenty (20) days from the date the decision was received from Step Three be referred to Arbitration and proceeded with in the following manner.

27:12 Step Four - Arbitration

- (a) The Union shall state in writing to the Executive Director that the grievance is to proceed to Arbitration.
- (b) Unless both parties agree to the selection of a sole arbitrator within ten (10) days following the matter being referred to arbitration, each party shall in the next ten (10) days give notice to the other party in writing naming its appointee to the Arbitration Board.
- (c) Within a further ten (10) days the two (2) appointees shall agree upon a person to be the third member on the Board who shall be the Chairman of the Board of Arbitration.
- (d) In the event the Employer fails to appoint an appointee, or if the two (2) appointees fail to agree upon a Chairman within the applicable time limits, at the written request of either party, the appointment shall be made by the Chief Justice for the Province of Manitoba.

- (e) The Board shall determine its own procedures, but shall provide full opportunity to both parties to present its evidence and make recommendations. The Board shall as much as possible avoid legalistic or formal procedures.
- (f) Both parties shall have the right to the assistance of any employee concerned as a witness without prejudice. All reasonable arrangements shall be made to permit the parties or the Board to have access to the premises of the **Center** to view any working conditions which may be relevant to the settlement of the grievance.
- (g) The decision of the majority shall be the decision of the Board and in the event there is no majority decision the decision of the Chairman shall be the decision of the Board. The decision of the Board or decision of a single arbitrator shall be binding and enforceable on both parties.
- (h) Neither the Board nor the single arbitrator shall have the authority to amend, add to, or in any manner change any Article of this Agreement.
- (i) Each party shall bear all expenses of their appointee to the Board and shall bear equally the expenses of the Chairman of the Board or the single Arbitrator as the case applies.

27:13 Grievance Mediation/Arbitration Process:

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical and amiable fashion. On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate. The parties hereto agree that the following conditions shall apply to the Grievance Mediation Process (GMP).

Part 1 – General

It is understood that this process and the appointment of the Mediators is to continue concurrent with the Collective Agreement.

The Mediator shall be a party whom has been mutually agreed to by the Union and the Employer.

It is recognized that the GMP is a voluntary process and either party may request that any grievance be submitted to GMP, however both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding arbitration shall apply.

It is understood that the opinion of the Mediator is advisory in nature unless both parties agree in advance that the opinion shall be binding.

In the case where the parties determine the GMP is to be non-binding and where one or both of the parties does not accept the opinion of the Mediator, then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.

- (a) It is understood that where the parties agree to abide by the opinion of the Mediator, it is done so on a without precedent or prejudice basis.
- (b) An opinion expressed by the Mediator regarding any issue shall not be submitted to any future GMP nor to any arbitrator.

The Mediator shall conduct an investigation into each grievance jointly submitted. It is expected that a hearing will be required in the normal course of the GMP. Within seven (7) days of a grievance being submitted, the Mediator shall schedule a hearing to be held within the thirty (30) days or such reasonable date agreed to by the parties. The mediator is empowered to fulfill **their** role in any manner deemed to be most effective given the individual circumstances of each case. The Mediator's general role is to:

- (i) Investigate and if necessary conduct a hearing into each grievance jointly submitted.
- (ii) Define the issue(s) in dispute;

- (iii) Provide an opinion as to an appropriate resolution of the dispute;
- (iv) Otherwise assist the parties in reaching a resolution.

The Mediator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven calendar days following a hearing. Where no hearing is held, it is expected that the Mediator will provide a written opinion within seven (7) calendar days.

Where either or both parties choose not to accept the opinion of the Mediator, they shall advise the other party in writing within seven (7) calendar days.

Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the GMP.

It is expressly understood that the GMP is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 – Submission Of Grievance

In all cases, the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the GMP. Where such a request is made, the time limits referenced in the grievance procedure shall be temporarily suspended until:

- (a) The other party advises the party who has made such a request that does not agree to defer the matter to the GMP, or
- (b) Fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
- (c) Fourteen (14) calendar days have elapsed from the date upon which the Mediator issued his written opinion.

When any one of the events referred to in a), b) or c) above occur the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

Part 3 – Hearings

The parties agree not to be represented at any GMP hearing by legal counsel. When a hearing is conducted, it is expected to be informal in nature. All parties will be entitled and encouraged to speak and ask questions. The Mediator shall conduct any hearing in a manner deemed by **them** to be effective. Witnesses will not give evidence under oath but the Mediator may act as a participant in attempting to resolve areas of conflicting evidence.

Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Union, and four (4) Employer representatives. This stipulation shall not prevent the Mediator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.

The parties agree to provide the Mediator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Mediator may through the course of investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.

The parties shall each pay for their own costs associated with referring and processing a grievance through the GMP except that the parties shall jointly and equally share the fees and expenses of the Mediator.

The Mediator is empowered to consider any grievable matter put to **them** by the parties including a question of whether or not an issue is grievable.

The opinion of the Mediator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.

The Mediator will be provided with any documentation, which might provide assistance to **them** carrying out **their** role.

Article 28 Shift Premium and Weekend Premium

- 28:01** Employees shall receive an evening shift premium for each hour or portion of an hour worked between 1600 and the next succeeding 0000 hours' shall be paid a shift premium of one dollar (\$1.00) per hour for that shift.
- 28:02** The above allowance shall be applicable from 1600 hours to the termination of a day shift on a twelve (12) hour shift pattern during which at least two (2) hours are worked between 1600 hours and the termination of a shift.
- 28:03** An employee required to work hours on any shift between 0001 hours and 0800 hours shall be paid a night shift premium of one dollar and seventy five cents (\$1.75) per hour for that shift increasing to one dollar and ninety cents (\$1.90) per hour effective April 1, 2016, and increasing to two dollars and five cents (\$2.05) effective October 1, 2016.
- 28:04** Shift premium shall not be payable while an employee is:
- (a) On stand-by;
 - (b) Receiving overtime pay;
 - (c) Receiving call back pay.
- 28:05** A weekend premium of one dollar and thirty five cents (\$1.35) increasing to one dollar and fifty cents (\$1.50) per hour effective April 1, 2016 and increasing to one dollar and sixty-five cents (\$1.65) per hour effective October 1, 2016 per hour shall be paid to an employee for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

Article 29 Employee Benefits

29:01 Enrolment in the HEBP Group Pension Plan, Group Health, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan.

The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEBP rules and regulations.

29:02 Employees will pay the employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.

29:03 (a) Employees retiring in accordance with the following:

- (i) Retire at age sixty-five (65 years); or
- (ii) Retire after age sixty-five (65 years); or
- (iii) Have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
- (iv) Employees who have completed at least ten (10) years continuous employment with the Employer, whose age plus years of that employment equal eighty (80);
- (v) Terminate employment at any time due to permanent disability;
shall be granted retirement bonus on the basis of four (4) days per year of employment.

(b) Calculation of pre-retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement.

- (c) Employees retiring in accordance with the conditions of section (a) above shall be granted retirement bonus as specified on the following basis. Calculations will be based on the following formula:

$$\frac{\text{Total Paid Hours Actually Worked from Date of Hire}}{\text{Full-time Hours}} \times \text{Four (4) days}$$

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

- 29:04** (a) The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of 2.3% of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employees' application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum, amount of income protection available to the employee regardless of the dispensation of the D&R application or the status of the D&R application or the status of the D&R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

- (b) Where an employee has been away from work due to illness for four consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/application should the employee request.
- (c) Subject to compliance with paragraph 2, in the event;
- (i) An employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
 - (ii) The employee's D&R application has not been approved by the end of the elimination period.

The Employer shall pay the D&R Premium, Health Plan Premium, and Dental Plan Premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

Article 30 Priority Placement for Child Care

30:01 The Employer will offer priority placement for child care spots for children of Child Care Center Employees.

Article 31 Remoteness Allowances

31:01 The bi-weekly Remoteness Allowance presently applicable to Churchill, effective March 23, 2017 are:

Dependants Supporting - \$261.89

Single - \$158.90

31:02 The biweekly rates shown in 31:01 above shall be adjusted in accordance with any new agreement reached between the provincial government and the

Manitoba Government and General Employees' Union during the life of this Agreement.

The conditions for determining eligibility for the receipt of remoteness allowances shown in Article 31:01 above shall be as agreed to between the Provincial Government and the MGEU.

- 31:03** In the event that there is any dispute regarding the application or interpretation of the Remoteness Allowances, such dispute shall be handled through the Grievance and Arbitration procedure of this Agreement.
- 31:04** (a) A full-time employee eligible for remoteness allowance shall be eligible for up to a maximum of three (3) additional paid days Special Northern Leave travel time in each fiscal year. Such days shall be pro-rated on regular hours worked for part-time employees. Such days shall be pro-rated based on date of hire for new employees.
- (b) A full-time employee eligible for remoteness allowance shall be eligible for up to a maximum of five (5) additional paid days Special Northern Leave travel time in each fiscal year. Such days shall be pro-rated on regular hours worked for part-time employees.

Article 32 General Holidays

32:01 The following shall be recognized as general holidays

| | |
|---------------------|------------------|
| New Year's Day | Civic Holiday |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1) | Boxing Day |

Truth and Reconciliation Day

Any other holiday proclaimed by Federal or Provincial Statute **that is applicable to Child Care Center Employees.**

- 32:02** Where a holiday falls on an employee's day off, or during the employee's annual vacation, such employee shall receive a day off with pay in lieu thereof or receive an extra day's pay at straight time if mutually agreed upon between the employee and the Employer.
- 32:03** Where a holiday falls on a day on which an employee is on income protection with pay **they** shall be paid for the holiday and there shall be no deductions from **their** income protection credits for that day.
- 32:04** Part-time employees shall receive pay for the above general holidays in accordance with provincial legislation or as otherwise mutually agreed to in writing by the parties during the life of this Agreement.
- 32:05** In addition to the pay specified in Article 33:06, a part-time employee shall receive pay at the rate of one and one-half times ($1 \frac{1}{2} \times$) her regular hourly rate for all time worked on a holiday.

Article 33 Vacations

- 33:01** The vacation year shall be from the 1st day of May in one (1) year to the 30th day of April the next year.
- 33:02** Annual vacation shall be earned at the rate of twenty (20) working days per year for the first four (4) years of employment, at the rate of twenty-five (25) working days per year commencing at the fifth (5th) year of employment, and at the rate of thirty (30) working days per year commencing at the tenth (10th) year of employment.
- 33:03** An employee who has completed less than one (1) year of employment at April 30th shall be entitled to a paid vacation at the rate of one point six-six (1.66) days per month worked, however, unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment.

- 33:04** For the purpose of determining the paid vacation entitlement, the term “employment” as used above will be deemed to exclude any period of time in excess of thirty (30) days which is not paid by the Employer.
- 33:05** Unless otherwise mutually agreed between the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equal one (1) calendar week. The dates used to calculate vacation earned shall be from May 1 to April 30 in the following year. Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the employee and the Employer.
- 33:06** Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 33:07** Employees shall not be paid for any vacation granted in excess of their actual earned vacation.
- 33:08** (a) Part-time employees shall earn vacation on a pro-rata basis in accordance with this formula:
- | | | |
|--|---|--------------------|
| <u>Hours paid at regular rate of pay</u> | x | Entitlement of a |
| Full-time hours | | Full-time employee |
- Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.
- (b) Part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.
- 33:09** The Employer will post vacation entitlement lists not later than March 1st each year, and allow employees to express their preference as to dates until April 1st.
- The Employer will post the vacation schedule not later than April 30 having given due consideration to employee preference and individual circumstances

including seniority and such vacation schedule shall not be changed unless mutually agreed upon by the employee and the Employer.

- 33:10** An employee shall be entitled to receive **their** vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

A maximum of four (4) weeks' vacation may be taken during the summer months (June 1 – September 30).

- 33:11** Upon termination of employment in accordance with Article 25 an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken.

Fifteen (15) days per year - six percent (6%) of basic pay – (part-time employees only)

Twenty (20) days per year - eight percent (8%) of basic pay

Twenty-five (25) days per year - ten percent (10%) of basic pay

Thirty (30) days per year - twelve percent (12%) of basic pay

- 33:12** (a) Vacation Travel Assistance shall be paid once annually commencing with the employee's second year of employment, and shall consist of excursion return airfare, or its equivalent from Churchill to Winnipeg. In the event that the employee has complied with Article 34:12 (d) and excursion fares are not available, the employee shall receive full-fare rates. In the event that the employee chooses not to travel outside of Churchill, the employee shall receive the excursion airfare.

Employees shall request the travel allowance as per Article 34:12 (d) of this agreement. A deposit will be issued to the employee for the full amount requested.

- (b) Part time employees who have worked 1,000 or more regular hours in the previous fiscal year will be entitled to Vacation Travel Assistance on

the same basis as full time employees but on a prorated basis. If an employee is in more than one part time position **they** will be prorated on the basis of all hours worked in all part time positions.

- (c) Travel assistance payments shall be processed by payroll for eligible employees and subject to statutory deductions excluding income tax.
- (d) Travel Assistance shall be provided for employees only, however after the fifth year, at the employee's option, one (1) of the two (2) trips may be utilized by a member of the employee's immediate family who travels with the employee. Where that family member is entitled to a child fare or other discount, the amount of Vacation Travel Assistance shall be reduced accordingly. Travel Assistance shall be issued no later than two (2) working days prior to the employee going on vacation. Unused Travel Assistance shall not be paid on termination of employment.
- (e) An employee with ten (10) years or more years' length of service will be entitled to receive one additional flight under the same rules and regulations currently in practice.
- (f) In the event of the discontinuation of scheduled commercial flights between Churchill and Winnipeg, the amounts referred to above shall be equal to the rates in effect prior to such discontinuation, current excursion rates.
- (g) It is understood that vacation travel assistance payments are provided only when an employee is on vacation and are to be requested thirty (30) days in advance of the vacation date required, and it is also understood that traveling out of Churchill is no longer a requirement. Therefore, receipts are not required. Said amounts shall be paid in separate deposits.

33:13 Where an employee is absent for up to one (1) year due to compensable illness or injury for which compensation is paid under the Workers Compensation Act, **they** shall continue to earn vacation credits.

33:14 In the event that an employee is admitted to hospital on a non-elective basis during **their** vacation period, the period of hospitalization shall be treated as sick time rather than vacation time. No other leaves of absence specified in this Agreement shall displace a period of vacation once commenced without the written consent of the Employer. Any vacation time displaced under this clause shall be rescheduled for use at a later date.

33:15 **Long Service Recognition – Vacation**

In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not cumulative.

Part time employees shall be entitled to a pro-rata portion of this benefit.

Article 34 Income Protection

34:01 Income protection is provided to an employee to an employee to protect **them** from loss of earnings to the extent of **their** earned income protection credits when **they are** incapacitated by illness, injury, quarantine or for an absence as a result of a claim that is pending a decision of the Workers Compensation Board as per Article 38.

34:02 An employee shall earn income protection with pay credits calculated on the basis of one and one-quarter (1 ¼) working days for each month of service. Part-time employees shall accumulate credits on a pro-rata basis of regular hours worked.

34:03 An employee who is unable to report for work due to illness or injury, shall inform **their** Supervisor or designate prior to the commencement of **their** next scheduled shift(s) in accordance with the procedure determined by the department. An employee who fails, without valid reason, to give notice as specified below may be subject to disciplinary action and will not be entitled

- 34:08** The Employer agrees that any employee's unused income protection credits accrued prior to the effective date of this Agreement shall be retained by the employee.
- 34:09** Employees whose state of health prevents them from performing their own work, or alternate light duties if assigned by the Employer, and who have no income protection entitlement shall not be terminated if a medical practitioner's judgment is that they will be able to return to perform their own duties within a reasonable period of time which is acceptable to the Employer.
- 34:10** (a) For each one and one-quarter (1.25) days of income protection accumulated, one (1) day* shall be reserved exclusively for the employee's personal use as outlined in Article 34:02. The remaining one-quarter (.25) of a day* shall be reserved for either the employee's personal use as outlined in Article 34:02, or for use in the event of family illness as specified in 34:10 (b). The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.
- (i) Twenty (20) percent of the balance will be reserved for either the employee's personal use or for the use in the event of family leave in accordance with Article 34:10 (b).
- (b) An employee may use up to five (5) days income protection per calendar year for the purpose of providing care in the event of an illness of a spouse, dependent child, or parent. Such days that may be utilized for this purpose will be set out in 35:10 (a).
- Should other situations necessitate an employee's absence for family responsibilities, nothing in this article shall prevent the employer from granting family related leave on a discretionary basis. Such leave, if granted, would be on the same basis as income protection.
- 34:11** Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of **their** community by reason of non-availability of

service in **their** community, the employee shall be allowed up to two (2) shifts off with pay, to the extent that income protection credits have been accumulated, for the time necessary to attend such appointments.

Article 35 Bereavement Leave

- 35:01** An employee shall be granted **up to** four (4) regularly scheduled consecutive days leave without loss of pay and benefits, **following the date of death**, one (1) of which shall be the day of internment or cremation, in the case of the death of a parent, wife, husband, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé and any other relative who was residing in the same household at the time of **their** death.
- 35:02** In the case of a local funeral, an employee may be granted up to four (4) hours off without loss of pay to attend a funeral as a pallbearer, or up to four (4) hours without loss of pay may be granted where **they** attend the funeral as a mourner. This clause is not to be regarded as cumulative with any of the foregoing.
- 35:03** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) calendar days without salary, requested for the purpose of attending a funeral at a distance. The employee may use banked time or vacation credits to avoid loss of salary during this time.

Article 36 Leave for Other Reasons

- 36:01** Leave of absence may be granted where necessary upon written application to the Executive Director.
- 36:02** **Parenting Leave**
Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

(i) Maternity/Parental Leave

An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of up to **sixty-three (63)** weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (e) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be as set out in Article 35:10 (a).

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect **their** paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 35:10 (a).

(ii) Parental Leave - Paternity

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

- (a) **They** become the natural father of a child and assumes actual care and custody of his child.
- (b) **They have** completed six (6) months employment as of the date of the intended leave.
- (c) **They** submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) Parental Leave - Adoption

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

- (a) An employee must adopt a child under the laws of the Province.
- (b) An employee may commence Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed six (6) months employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (e) An employee may end **their** parental leave earlier than the **sixty-three (63)** weeks by giving the employer written notice at least two (2) weeks,

or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in **their** former classification and shift schedule at the same increment step.

(iv) Maternity Leave Top-Up

Plan B

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) Have completed six (6) continuous months of employment with the Employer;
 - (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by **them** in the application as the day on which **they** intend to commence such leave;
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery;
 - (d) Provide the Employer with proof that **they have** applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) **They** will return to work and remain in the employ of the Employer for at least six (6) months following **their** return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of **their** return from Maternity Leave or at any time during the six (6) months following **their** return from Maternity Leave, **they** must remain in the employ

of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) **They** will return to work on the date of the expiry of **their** maternity leave and where applicable, **their** parental leave, unless this date is modified by the Employer; and
 - (c) Should **they** fail to return to work as provided under (a) and/or (b) above, **they are** indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during **their** entire period of maternity leave.
3. An employee who qualifies is entitled to a maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 50:01(1)(c).
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 50:01(1)(c).
 - (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
- (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of **their** weekly rate of pay;
 - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.

- (c) All other time as may be provided under Article 50:01 (3), shall be on a leave without pay basis.
5. An employee may end **their** Maternity Leave earlier than the date specified by giving **their** Employer written notice at least two weeks or one pay period, whichever is longer, before the date **they** wish to end the leave.
 6. Plan B does not apply to temporary employees.
 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

36:03 Compassionate Care Leave

36:04 Family Related Leave

36:05 Interpersonal Violence Leave

36:06 Leave for Citizenship Ceremony

36:07 Leave for Organ Donation

36:08 Leave for Reservists

36:09 Leave Related to Critical Illness

36:10 Leave Related to the Death or Disappearance of a Child

36:11 Long-Term Leave for Serious Injury or Illness

Article 37 Workers Compensation

37:01 Income Protection and Workers Compensation

- (a) (i) An employee who becomes injured or ill in the course of performing **their** duties must report such injury or illness as soon as possible to **their** immediate supervisor.
- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with

established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.

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

- (b) (i) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the W.C.B. payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in this Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- (ii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever occurs first.
- (iii) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, D&R plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
- (iv) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
- (v) In accordance with Section 41 (6) (b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the Workers Compensation Board by January 1,

1994, so that the W.C.B. may determine whether or not the supplements referenced in (B) (i) above shall continue in effect after January 1, 1995.

- (vi) If at any time it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.
- (c) Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- (d) (i) Where an employee is fit to return to work, the employee shall return to **their** position of employment, provided it is still a current position.
- (ii) Where such an employee is unable to return to **their** position of employment because **they are** physically or mentally unable to carry out **their** former duties, the Employer shall endeavour to place **them** in a comparable job or provide training and assistance that may enable **them** to acquire another comparable job within the **Center**.

Article 38 Jury or Witness Duty

- 38:01** Leave of absence without loss of pay shall be granted to an employee who is required to attend jury duty, or where the employee is summoned as a witness in a legal proceeding other than a legal proceeding occasioned by the employee's private affairs.
- 38:02** If an employee receives any fees or stipend for being a witness or juror, **they** shall give same to the Employer excluding any amount which is for reimbursement of expenses paid for being a witness or juror.

Article 39 Employee Expenses

- 39:01** The Employer shall reimburse employees for reasonable expenses incurred in the course of their duties as authorized by the Employer subject to the following.
- 39:02** An employee shall be reimbursed for the actual costs of overnight accommodation(s) at a conveniently and comfortably equipped commercial establishment, taxi fare(s), or vehicle rental(s) as dictated by the nature of the travel/work per 39:01 above. Accommodation shall be reserved for the employee by the Employer prior to **their** departure and billed, if possible, directly back to the Employer. Taxi fares and vehicle rentals shall be paid upon submission of receipts.
- 39:03** Air or Rail tickets and reservations shall be made and paid for by the Employer for the employee prior to **their** departure.
- 39:04** An employee shall be paid five (5) dollars as a per diem to cover incidental expenses for each night the employee is away from Churchill on business as per 39:01 above.
- 39:05** An employee shall receive the following amounts for each meal that she is absent from Churchill on Authority business as per 40:01 above:
- | | | |
|-----------|---|---------|
| Breakfast | - | \$10.00 |
| Dinner | - | \$15.00 |
| Supper | - | \$20.00 |
- 39:06** Where an employee arranges for private accommodations while on **Center** business, **they** shall receive twenty dollars (\$20.00) per night away on **Center** business in lieu of claiming for commercial accommodation's costs in 39:02 above.
- 39:07** The conditions of outward removal reimbursement for employees as in effect at the time of hiring of an employee shall not be altered in the event of the

termination of that employee. Inward and outward removal shall be upgraded to current rates.

The Employer agrees to amend its policy on a non-prejudice, non-precedent setting basis to allow for the following:

MGEU bargaining members upon retirement shall be eligible for the Centres Policy on Outward Removal. This is contingent upon the employee moving out of Churchill.

39:08 An employee who is required to use a Personal Motor Vehicle in the course of performing duties on behalf of the Employer, shall be reimbursed as follows:

Summer Months (April 16 - October 14)

Three dollars and fifty cents (\$3.50) per trip in town.

Twelve dollars (\$12.00) per return trip to airport.

Winter Months (October 15 - April 15)

Seven dollars (\$7.00) per trip in town.

Fifteen dollars (\$15.00) per return trip to airport.

In addition to the above a non-accumulative daily allowance of seven dollars and fifty cents (\$7.50) shall be paid for each day that an employee is required to use a personal motor vehicle.

Article 40 Pay Plan

40:01 The provision of any pay plan insofar as it applies to employees covered by this Agreement, after being mutually agreed upon by both parties hereto shall be incorporated into and form part of this Agreement, and will be known as Schedule "A". Payday shall be every second Friday.

Article 41 Employee Assistance Program

- 41:01** The Employer recognizes that alcohol and drug abuse and any other personal problem(s) could lead to serious health and behavioural problems affecting many areas of an employee's life. It also recognizes that alcohol and/or drug addiction and any other personal problem(s) are defined as a treatable illness.
- 41:02** In the event a supervisor has documented evidence of deteriorating work performance on the part of an employee and suspects alcohol and/or drug addiction to be involved, **they** may make a mandatory referral of that employee to a physician.
- 41:03** If the employee does not keep the physician's appointment or enter into prescribed treatment, normal disciplinary action may be taken.
- 41:04** The confidential nature of the medical records of employees with alcohol and/or drug problems will be treated in the same manner as other medical information.
- 41:05** If an employee requires time off work for treatment, **they** will be eligible for any income protection accumulated. If the period of absence required for treatment extends beyond accumulated income protection, the employee may be granted either a leave of absence without pay and/or accumulated vacation leave.
- 41:06** The Employee Assistance Program shall be culturally sensitive, and that the use of spiritual elders can be used where deemed to be appropriate.

Article 42 Damage to Personal Property

- 42:01** In recognition of the performance of duties, employees may have their clothing or other personal property damaged, the Employer agrees to make reasonable compensation.

Article 43 Technological Change

43:01 Technological change shall mean the introduction by an Employer into **their** work, undertaking or business of equipment or material of a different nature or kind than that previously used by **them** in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

43:02 An employee who is displaced from **their** job as a result of the technological change shall be given an opportunity to fill any vacancy for which **they have** institutional seniority and for which **they have** the qualifications and ability to perform. If there is no vacancy, **they** shall have the right to displace employees with less institutional seniority, in accordance with layoff procedures specified in this Agreement.

- (a) Where new or greater skills are required than are already possessed by affected employees' under the present methods of operations as a result of the technological change, the Employer agrees that employees shall

be trained on the new equipment or new methods of operation, and said training shall be provided and paid for by the Employer during normal working hours if possible. In addition, at the option of the Employer, the employee may be trained in a new area in respect of which there is a demand within the facility for individuals possessing such skills. A reasonable training period (not to exceed twelve [12] months) will be provided by the Employer. During the above training periods the employees shall be paid at their current rate of pay.

- (b) The Employer agrees that where two (2) or more employees require training in (a) above, first consideration shall be given to the employee with the most institutional seniority.

Article 44 Workplace Safety and Health

- 44:01** The Employer and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance in the Authority's operations and that these activities require the combined efforts of the Employer, the Union and the employee.
- 44:02** The Employer will provide its employees with safe working conditions, equipment and materials, and will continue to ensure that reasonable precautions are taken.
- 44:03** The Union will continue to make every effort to obtain cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 44:04** Every 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.
- 44:05** (a) A joint Workplace Safety and Health Committee shall exist to examine all aspects of safety and health within the site. Union representation on

the committee shall not exceed **one (1)** member who shall be appointed by the Union.

- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba.
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the site. The duties of the committee include:
 - (i) The receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
 - (ii) Participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
 - (iii) The development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
 - (iv) Cooperation with the occupational health service;
 - (v) Cooperation with a safety and health officer who is exercising **their** duties under the Workplace Safety and Health Act;
 - (vi) The development and promotion of programs for education and information concerning safety and health in the workplace;
 - (vii) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
 - (viii) Such other duties as may be specified in the Workplace Safety and Health Act or regulations.

(d) Minutes of the Workplace Safety and Health Committee meeting shall be recorded, provided to committee members and posted on the appropriate bulletin boards.

44:06 Upon application, each employee on the Workplace Safety and Health Committee or each employee's respective designate shall be granted paid educational leave each year for the number of hours the employee normally works during two (2) working days, without loss of pay or benefits, for the purpose of attending workplace safety and health training seminars, programs for courses of instruction offered by the Workplace Safety and Health Division or approved by the Workplace Safety and Health Committee in consultation with the Union.

Article 45 Part Time Additional Hours

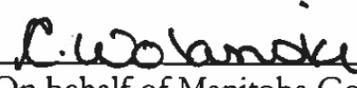
- 45:01** (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated on a rotational basis within the department amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
- (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, **they** will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
- (c) (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
- (ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.

- (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay.
- (iv) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 4:07 ("TERM POSITION"), she shall be entitled to income protection benefits and bereavement leave.

IN WITNESS WHEREOF A representative of Churchill Children's Centre has hereunto set their hand for, and on behalf of, and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 28 day of September, 2022.


On behalf of Churchill Children's Centre


On behalf of Manitoba Government and General Employee's Union

On behalf of Churchill Children's Centre


On behalf of Manitoba Government and General Employee's Union

Letter of Understanding

between

Churchill Children's Centre

and

Manitoba Government and General Employees' Union

Re: Additional Hours Utilization Review for Casual Employees

Whereas the parties recognize that there may be a proliferation of regular positions having a low EFT and a proliferation of utilization of casual work;

And whereas it is the intent of the parties to maximize the EFT of part-time positions and the creation of as many full-time positions as is reasonably possible;

And whereas by minimizing the use of casual work; the parties agree that there will be the potential to convert casual employment into regular employment status:

And whereas the parties wish to investigate and address these issues;

Therefore the parties have agreed that these issues will be examined utilizing the following guidelines;

- (a) When it is determined by the Employer that a vacancy will be filled, the Employer and the Union will examine the potential of reallocating part, or all of the vacant EFT of part-time positions, in accordance with the Collective Agreement, to qualified part-time employees within the relevant classification, within the service department / patient care unit, or within the Centre as applicable.
- (b) Part-time employees who wish to increase their EFT under the provision of this Letter of Understanding will be required to indicate in writing to

the Employer within 60 days of ratification of the Collective Agreement and no later than May 1 of each year thereafter.

- (c) The Employer and the Union will meet in order to identify the most appropriate method of reallocating such EFT. Unless otherwise mutually agreed, such reallocation will not require job posting under Article 15 or invoking of any provisions of Article 15.
- (d) In the event that mutual agreement cannot be reached regarding the reallocation of additional hours, a regular part-time position will then be posted.
- (e) The nature and the rate of utilization of additional hours (including casual hours) worked will be examined by the Employer and the Union on a semi-annual basis, during the second and fourth quarter of each calendar year, to determine whether such hours may be incorporated into regular positions or, whether regular or term positions could be created based on operational need. If it is determined that regular or term positions will be created, the Union and the Employer will meet to discuss the process under which the newly created positions will be posted or allocated.

Signed this 28 day of September, 2022.



On behalf of Churchill Children's Centre



On behalf of Manitoba Government and
General Employee's Union

On behalf of Churchill Children's Centre



On behalf of Manitoba Government and
General Employee's Union

Memorandum of Understanding

between

Churchill Children's Centre

and

Manitoba Government and General Employees' Union

Re: Inclement Weather

The Employer will endeavour to provide comfortable environmental conditions in the workplace. The following are guidelines for addressing inclement weather conditions:

- (a) Should the temperature exceed twenty-seven (27°C) degrees Celsius the following administrative controls may be utilized:
- - Schedule an increase in the frequency and duration of rest breaks.
 - - Schedule hot jobs to cooler times of the day.
 - - Provide cool drinking water near the work location and educate and encourage employees to drink the water even if not thirsty.
 - - Slow down the work pace or assign additional workers to decrease the workload.
 - - Educate employees to recognize the signs and symptoms of heat related illness.
 - - Use nearby cooler areas for rest areas.

If these measures prove not to be effective, employees may be allowed to leave work early and suffer no loss of pay or benefits, provided safe client care is maintained. The Supervisor, in consultation with the **Executive Director** or designate shall make the final determination.

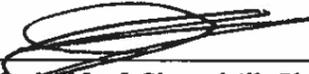
- (b) When the temperature reaches minus fifty five (-55°C) degrees Celsius or the wind chill is equivalent to minus fifty five (-55°C), or when the visibility is down to one-quarter (1/4) mile or point four (.4) kilometres, those employees already at the worksite shall remain until replacement staff has arrived and/or until transportation home can be arranged. Those employees scheduled to work but who have not arrived shall remain at their home and accessible until transportation to work can be arranged.
- (c) The local weather office will be the information source. The information will be available at the following times:

7:35 a.m.,

12:00 noon

3:00 p.m.
- (d) The department supervisor will verify weather conditions at these times, and, after consultation with the **Executive Director** or designate, will advise their employees should they not be required for work and/or transportation arrangements.

Signed this 28 day of September, 2022.



On behalf of Churchill Children's Centre



On behalf of Manitoba Government and
General Employee's Union

On behalf of Churchill Children's Centre



On behalf of Manitoba Government and
General Employee's Union

Memorandum of Understanding

between

Churchill Children's Centre

and

Manitoba Government and General Employees' Union

Re: Northern Isolation/Remoteness Allowance

1. The parties agree that a Northern Isolation/Remoteness Retention Allowance shall be payable in a lump sum annually to all MGEU members with greater than 2 years of employment from their last date of hire as determined on March 31st of each year (including full-time, part-time and casual) within WRHA - Churchill as follows:
2. Effective April 1, 2017: \$1,000.00 for each full-time employee, with the first payment being made March 31, 2018, calculated based on employment up to and including March 31, 2018.
3. For part-time and casual employees, the above amount shall be prorated on the basis of all regular hours worked or paid in the previous twelve (12) month period (April 1st of the previous year to March 31st of the current year).
4. The parties further agree that such lump sum payment shall be provided to applicable employees within one full (1) pay period of the last date of the bi-weekly period following March 31st of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.
5. For greater clarity, an employee must have completed 2 years of employment as of March 31st, 2017 in order to qualify for the first payment.

Signed this 28 day of September, 2022.



On behalf of Churchill Children's Centre



On behalf of Manitoba Government and
General Employee's Union

On behalf of Churchill Children's Centre



On behalf of Manitoba Government and
General Employee's Union

Memorandum of Understanding

between

Churchill Children’s Centre

and

Manitoba Government and General Employees’ Union

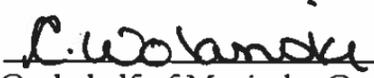
Re: Christmas Break

Parties agree to allow part time and full time staff to be off with pay between Christmas and New Years with the following considerations:

- **Operational Requirements must be considered and maintained. Should staff not be available or the Center cannot accommodate, the leave will not be permissible.**
- **Staff will be obligated to work on rotation in ½ day shifts. This will be dependent on the number of children who require care and the number of days the Center is open.**
- **Staff on other leaves of absence will not be eligible.**
- **Staff cannot use vacation for the days they are not working. If staff desire to use vacation they must use it for the entire week, unless otherwise mutually agreed.**

Signed this 28 day of September, 2022.


On behalf of Churchill Children’s Centre


On behalf of Manitoba Government and
General Employee’s Union

On behalf of Churchill Children’s Centre


On behalf of Manitoba Government and
General Employee’s Union

General Wage Increases and Long Service Step

| | |
|---------------|-------|
| April 1, 2017 | 0.00% |
| April 1, 2018 | 0.00% |
| April 1, 2019 | 0.00% |
| April 1, 2020 | 0.00% |
| April 1, 2021 | 3.00% |
| April 1, 2022 | 1.00% |
| April 1, 2023 | 1.00% |

Long Service Step

1. Effective October 1, 2014 a Long Service Step equivalent to 2.00% shall be added to Schedule A. Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:
 - (a) Twenty (20) or more years of continuous service; and
 - (b) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.
2. Employees who do not meet the above criteria on October 1, 2014 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in (1) above.

Note: For the purposes of (1) and (2) continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).

Schedule "A" - Salary Schedule

A1. Effective April 1, 2017

- Monthly salaries include a 0.0% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

| Nurse Classification | Annual Hours | | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | 20 Year |
|-------------------------------|--------------|---------|------------|------------|------------|------------|------------|------------|------------|
| Child Care Assistant | 1950 | Hourly | 17.618 | 17.984 | 18.348 | 18.714 | | | 19.088 |
| | | Monthly | 2,862.925 | 2,922.400 | 2,981.550 | 3,041.025 | | | 3,101.800 |
| | | Annual | 34,355.100 | 35,068.800 | 35,778.600 | 36,492.300 | | | 37,221.600 |
| Early Childhood Educator II | 1950 | Hourly | 18.444 | 18.853 | 19.265 | 19.672 | | | 20.065 |
| | | Monthly | 2,997.150 | 3,063.613 | 3,130.563 | 3,196.700 | | | 3,260.563 |
| | | Annual | 35,965.800 | 36,763.350 | 37,566.750 | 38,360.400 | | | 39,126.750 |
| Early Childhood Educator III | 1950 | Hourly | 20.594 | 21.006 | 21.414 | 21.826 | | | 22.262 |
| | | Monthly | 3,346.525 | 3,413.475 | 3,479.775 | 3,546.725 | | | 3,617.575 |
| | | Annual | 40,158.300 | 40,961.700 | 41,757.300 | 42,560.700 | | | 43,410.900 |
| Children's Centre Coordinator | 1950 | Hourly | 21.198 | 21.667 | 22.133 | 22.600 | 23.071 | 23.537 | 24.007 |
| | | Monthly | 3,444.675 | 3,520.888 | 3,596.613 | 3,672.500 | 3,749.038 | 3,824.763 | 3,901.138 |
| | | Annual | 41,336.100 | 42,250.650 | 43,159.350 | 44,070.000 | 44,988.450 | 45,897.150 | 46,813.650 |

A1. Effective April 1, 2018 - Monthly salaries include a 0.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

| Nurse Classification | Annual Hours | | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | 20 Year |
|-------------------------------|--------------|---------|------------|------------|------------|------------|------------|------------|------------|
| Child Care Assistant | 1950 | Hourly | 17.618 | 17.984 | 18.348 | 18.714 | | | 19.088 |
| | | Monthly | 2,862.925 | 2,922.400 | 2,981.550 | 3,041.025 | | | 3,101.800 |
| | | Annual | 34,355.100 | 35,068.800 | 35,778.600 | 36,492.300 | | | 37,221.600 |
| Early Childhood Educator II | 1950 | Hourly | 18.444 | 18.853 | 19.265 | 19.672 | | | 20.065 |
| | | Monthly | 2,997.150 | 3,063.613 | 3,130.563 | 3,196.700 | | | 3,260.563 |
| | | Annual | 35,965.800 | 36,763.350 | 37,566.750 | 38,360.400 | | | 39,126.750 |
| Early Childhood Educator III | 1950 | Hourly | 20.594 | 21.006 | 21.414 | 21.826 | | | 22.262 |
| | | Monthly | 3,346.525 | 3,413.475 | 3,479.775 | 3,546.725 | | | 3,617.575 |
| | | Annual | 40,158.300 | 40,961.700 | 41,757.300 | 42,560.700 | | | 43,410.900 |
| Children's Centre Coordinator | 1950 | Hourly | 21.198 | 21.667 | 22.133 | 22.600 | 23.071 | 23.537 | 24.007 |
| | | Monthly | 3,444.675 | 3,520.888 | 3,596.613 | 3,672.500 | 3,749.038 | 3,824.763 | 3,901.138 |
| | | Annual | 41,336.100 | 42,250.650 | 43,159.350 | 44,070.000 | 44,988.450 | 45,897.150 | 46,813.650 |

A1. Effective April 1, 2019 - Monthly salaries include a 0.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

| Nurse Classification | Annual Hours | | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | 20 Year |
|-------------------------------|--------------|---------|------------|------------|------------|------------|------------|------------|------------|
| Child Care Assistant | 1950 | Hourly | 17.618 | 17.984 | 18.348 | 18.714 | | | 19.088 |
| | | Monthly | 2,862.925 | 2,922.400 | 2,981.550 | 3,041.025 | | | 3,101.800 |
| | | Annual | 34,355.100 | 35,068.800 | 35,778.600 | 36,492.300 | | | 37,221.600 |
| Early Childhood Educator II | 1950 | Hourly | 18.444 | 18.853 | 19.265 | 19.672 | | | 20.065 |
| | | Monthly | 2,997.150 | 3,063.613 | 3,130.563 | 3,196.700 | | | 3,260.563 |
| | | Annual | 35,965.800 | 36,763.350 | 37,566.750 | 38,360.400 | | | 39,126.750 |
| Early Childhood Educator III | 1950 | Hourly | 20.594 | 21.006 | 21.414 | 21.826 | | | 22.262 |
| | | Monthly | 3,346.525 | 3,413.475 | 3,479.775 | 3,546.725 | | | 3,617.575 |
| | | Annual | 40,158.300 | 40,961.700 | 41,757.300 | 42,560.700 | | | 43,410.900 |
| Children's Centre Coordinator | 1950 | Hourly | 21.198 | 21.667 | 22.133 | 22.600 | 23.071 | 23.537 | 24.007 |
| | | Monthly | 3,444.675 | 3,520.888 | 3,596.613 | 3,672.500 | 3,749.038 | 3,824.763 | 3,901.138 |
| | | Annual | 41,336.100 | 42,250.650 | 43,159.350 | 44,070.000 | 44,988.450 | 45,897.150 | 46,813.650 |

A1. Effective April 1, 2020 - Monthly salaries include a 0.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

| Nurse Classification | Annual Hours | | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | 20 Year |
|-------------------------------|--------------|---------|------------|------------|------------|------------|------------|------------|------------|
| Child Care Assistant | 1950 | Hourly | 17.618 | 17.984 | 18.348 | 18.714 | | | 19.088 |
| | | Monthly | 2,862.925 | 2,922.400 | 2,981.550 | 3,041.025 | | | 3,101.800 |
| | | Annual | 34,355.100 | 35,068.800 | 35,778.600 | 36,492.300 | | | 37,221.600 |
| Early Childhood Educator II | 1950 | Hourly | 18.444 | 18.853 | 19.265 | 19.672 | | | 20.065 |
| | | Monthly | 2,997.150 | 3,063.613 | 3,130.563 | 3,196.700 | | | 3,260.563 |
| | | Annual | 35,965.800 | 36,763.350 | 37,566.750 | 38,360.400 | | | 39,126.750 |
| Early Childhood Educator III | 1950 | Hourly | 20.594 | 21.006 | 21.414 | 21.826 | | | 22.262 |
| | | Monthly | 3,346.525 | 3,413.475 | 3,479.775 | 3,546.725 | | | 3,617.575 |
| | | Annual | 40,158.300 | 40,961.700 | 41,757.300 | 42,560.700 | | | 43,410.900 |
| Children's Centre Coordinator | 1950 | Hourly | 21.198 | 21.667 | 22.133 | 22.600 | 23.071 | 23.537 | 24.007 |
| | | Monthly | 3,444.675 | 3,520.888 | 3,596.613 | 3,672.500 | 3,749.038 | 3,824.763 | 3,901.138 |
| | | Annual | 41,336.100 | 42,250.650 | 43,159.350 | 44,070.000 | 44,988.450 | 45,897.150 | 46,813.650 |

A1. Effective April 1, 2021 - Monthly salaries include a 3.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

| Nurse Classification | Annual Hours | | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | 20 Year |
|-------------------------------|--------------|---------|------------|------------|------------|------------|------------|------------|------------|
| Child Care Assistant | 1950 | Hourly | 18.147 | 18.524 | 18.898 | 19.275 | | | 19.661 |
| | | Monthly | 2,948.888 | 3,010.150 | 3,070.925 | 3,132.188 | | | 3,194.913 |
| | | Annual | 35,386.650 | 36,121.800 | 36,851.100 | 37,586.250 | | | 38,338.950 |
| Early Childhood Educator II | 1950 | Hourly | 18.997 | 19.419 | 19.843 | 20.262 | | | 20.667 |
| | | Monthly | 3,087.013 | 3,155.588 | 3,224.488 | 3,292.575 | | | 3,358.388 |
| | | Annual | 37,044.150 | 37,867.050 | 38,693.850 | 39,510.900 | | | 40,300.650 |
| Early Childhood Educator III | 1950 | Hourly | 21.212 | 21.636 | 22.056 | 22.481 | | | 22.930 |
| | | Monthly | 3,446.950 | 3,515.850 | 3,584.100 | 3,653.163 | | | 3,726.125 |
| | | Annual | 41,363.400 | 42,190.200 | 43,009.200 | 43,837.950 | | | 44,713.500 |
| Children's Centre Coordinator | 1950 | Hourly | 21.834 | 22.317 | 22.797 | 23.278 | 23.763 | 24.243 | 24.727 |
| | | Monthly | 3,548.025 | 3,626.513 | 3,704.513 | 3,782.675 | 3,861.488 | 3,939.488 | 4,018.138 |
| | | Annual | 42,576.300 | 43,518.150 | 44,454.150 | 45,392.100 | 46,337.850 | 47,273.850 | 48,217.650 |

A1. Effective April 1, 2022 - Monthly salaries include a 1.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

| Nurse Classification | Annual Hours | | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | 20 Year |
|-------------------------------|--------------|---------|------------|------------|------------|------------|------------|------------|------------|
| Child Care Assistant | 1950 | Hourly | 18.328 | 18.709 | 19.087 | 19.468 | | | 19.858 |
| | | Monthly | 2,978.300 | 3,040.213 | 3,101.638 | 3,163.550 | | | 3,226.925 |
| | | Annual | 35,739.600 | 36,482.550 | 37,219.650 | 37,962.600 | | | 38,723.100 |
| Early Childhood Educator II | 1950 | Hourly | 19.187 | 19.613 | 20.041 | 20.465 | | | 20.874 |
| | | Monthly | 3,117.888 | 3,187.113 | 3,256.663 | 3,325.563 | | | 3,392.025 |
| | | Annual | 37,414.650 | 38,245.350 | 39,079.950 | 39,906.750 | | | 40,704.300 |
| Early Childhood Educator III | 1950 | Hourly | 21.424 | 21.852 | 22.277 | 22.706 | | | 23.159 |
| | | Monthly | 3,481.400 | 3,550.950 | 3,620.013 | 3,689.725 | | | 3,763.338 |
| | | Annual | 41,776.800 | 42,611.400 | 43,440.150 | 44,276.700 | | | 45,160.050 |
| Children's Centre Coordinator | 1950 | Hourly | 22.052 | 22.540 | 23.025 | 23.511 | 24.001 | 24.485 | 24.974 |
| | | Monthly | 3,583.450 | 3,662.750 | 3,741.563 | 3,820.538 | 3,900.163 | 3,978.813 | 4,058.275 |
| | | Annual | 43,001.400 | 43,953.000 | 44,898.750 | 45,846.450 | 46,801.950 | 47,745.750 | 48,699.300 |

A1. Effective April 1, 2023 - Monthly salaries include a 1.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

| Nurse Classification | Annual Hours | | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | 20 Year |
|-------------------------------|--------------|---------|------------|------------|------------|------------|------------|------------|------------|
| Child Care Assistant | 1950 | Hourly | 18.511 | 18.896 | 19.278 | 19.663 | | | 20.057 |
| | | Monthly | 3,008.038 | 3,070.600 | 3,132.675 | 3,195.238 | | | 3,259.263 |
| | | Annual | 36,096.450 | 36,847.200 | 37,592.100 | 38,342.850 | | | 39,111.150 |
| Early Childhood Educator II | 1950 | Hourly | 19.379 | 19.809 | 20.241 | 20.670 | | | 21.083 |
| | | Monthly | 3,149.088 | 3,218.963 | 3,289.163 | 3,358.875 | | | 3,425.988 |
| | | Annual | 37,789.050 | 38,627.550 | 39,469.950 | 40,306.500 | | | 41,111.850 |
| Early Childhood Educator III | 1950 | Hourly | 21.638 | 22.071 | 22.500 | 22.933 | | | 23.391 |
| | | Monthly | 3,516.175 | 3,586.538 | 3,656.250 | 3,726.613 | | | 3,801.038 |
| | | Annual | 42,194.100 | 43,038.450 | 43,875.000 | 44,719.350 | | | 45,612.450 |
| Children's Centre Coordinator | 1950 | Hourly | 22.273 | 22.765 | 23.255 | 23.746 | 24.241 | 24.730 | 25.224 |
| | | Monthly | 3,619.363 | 3,699.313 | 3,778.938 | 3,858.725 | 3,939.163 | 4,018.625 | 4,098.900 |
| | | Annual | 43,432.350 | 44,391.750 | 45,347.250 | 46,304.700 | 47,269.950 | 48,223.500 | 49,186.800 |