

# **Collective Agreement**

*between*

**Halcrow Lake Day Care Centre**

*and*

**Manitoba Government and General Employees' Union**

**Local 215**

**February 1, 2014 to January 31, 2017**

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

## Article 1 Definitions

- 1:01** “Centre” means Halcrow Lake Day Care Centre.
- 1:02** “Union” means the Manitoba Government and General Employees’ Union.
- 1:03** “Employee” means a regular full-time or regular part-time or a temporary employee employed in a classification listed in Schedule “A” but excluding any employee in a position specified in Article 3:02.
- 1:04** “Regular Full-time Employee” means an employee who regularly works the full daily and weekly hours of her classification.
- 1:05** “Regular Part-time Employee” means an employee who works less than the daily or weekly hours of her classification on a pre-determined regular and recurring basis exceeding more than four hundred eighty (480) hours per calendar year.
- 1:06** “Casual” means an employee who works less than the full daily or weekly hours of her classification on an irregular basis or who does not work more than four hundred eighty (480) hours per calendar year. Casuals will not be paid more than the first pay step of an Early Childhood Educator I.
- 1:07** “Term Employee” means a regular employee, hired for the specific duration of leave of an existing employee for reasons of either maternity, parental, education or sick leave. The length of employment must be specified in the letter of hire, with a known completion date, and such term is extendable in the cases of education and sick leave.

A term employee has all rights under this Agreement.

A term employee employed for more than two (2) years, shall be regarded as regular, for purposes of this Agreement, unless the employee being replaced is expected to return to the Centre.

All other employees will be categorized as full-time or part-time regular for all purposes of this Agreement.

**1:08** “Term position” shall be for a specific time period or until completion of a particular project, of a minimum duration of three (3) months. Any term position resulting directly from the above will be posted in the same manner.

For situations related to Worker’s Compensation (WCB) and/or illness and/or accident, or where there is a temporary vacancy due to a leave for public office, or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the term position shall expire upon the return of the incumbent to her position, subject to a minimum notice of twenty-four (24) hours. The employee occupying the term position shall receive as much notice as is reasonably possible but in no case less than twenty-four (24) hours.

Upon completion of the term position, the employee shall be returned to her former position. In the event that the employee’s former position no longer exists, the employee shall be entitled to exercise her seniority as stated in Article 33.

**1:09** “Grant Employee” (example “one [1] on one [1]” employee) means an employee who is hired for a specific project until the completion of that project or for a specific period of time and whose wages/benefits are determined and paid by an agreement with an Agency external to the Centre. Grant employees shall not receive any monies or benefits from the Centre’s regular budget. A grant employee shall not displace the regular scheduled hours of work for full-time or part-time employees.

A grant employee is not covered by the scope of this Agreement, and as such will not earn any pay, benefits, or seniority arising out of or applicable to this Collective Agreement. Amendments to this Article will affect only grant employees hired after the agreed signing date of this Agreement.

**1:10** “Representative” means a Steward and/or Staff Representative of the Union.

**1:11** “Dismissal” means the removal of an employee from a position of employment for just cause.

- 1:12** “Layoff” is a temporary cessation of employment of less than one (1) years’ duration.
- 1:13** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 1:14** Wherever the singular or feminine gender is used in the Agreement, the same shall be construed as meaning the plural or masculine gender where the context so admits or requires.

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

- 2:01** The Centre recognizes the Union, per Manitoba Labour Board Certificate number MLB-4905, as the sole and exclusive bargaining agent for all employees defined in Article 1:03, excepting those excluded by the provisions of Articles 3:02 and 3:03.
- 2:02** The Centre recognizes the right of the Union in all matters pertaining to any form of revision of any wage, benefit or work condition contemplated or to be contemplated by this Agreement, and agrees not to enter into separate contracts or agreements with employees, or have employees sign to conditions of employment neither contemplated by nor contained in this Agreement.

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

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

#### **Article 4 Classification Specifications**

**4:01** The Centre agrees to provide the Union with amendments or additions to the Job Descriptions and/or classification specifications supplied to the Union and which are attached hereto.

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

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

**5:02** When a party to this Agreement has given notice under Article 5:01 above, to the other party of this Agreement, the parties shall, within sixty (60) calendar days commencing from and including the first day after the day upon receipt of the notice, meet to commence bargaining.

**5:03** Within thirty (30) days of receiving notice to bargain, the Centre shall furnish to the Manitoba Government Employees' Union, a list of employees within the bargaining unit.

**5:04** Any time limit contained in this Agreement may be extended by mutual written agreement of the parties hereto.

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

**6:01** This Agreement shall become effective from and including **February 1, 2014**, and shall continue in effect up to and including **January 31, 2017**. During the period required to negotiate the revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect.

## **Article 7 Management Rights**

- 7:01** The Centre retains the right to manage its operations in all respects except as this right may be specifically restricted by the terms of this Agreement.
- 7:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## **Article 8 Union Security**

- 8:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deductions, an amount equal to the regular bi-weekly membership dues determined by the Union as representing the per capita cost of negotiating and administering the Agreement. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of appointment.
- 8:02** The Union agrees to indemnify and save the Centre harmless against any claims or liability arising out of the application of Article 8:01 except for any claims or liability arising out of an error committed by the Centre.
- 8:03** All such deducted dues shall be forwarded to the Union bi-weekly together with a list of employees showing the amount of such deductions.
- 8:04** The Union shall notify the Centre in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

## **Article 9 Union Business**

- 9:01** Upon written request of the Union, the Centre may grant leave of absence with pay to employees, except for reasons of operational requirements, for the purpose of performing business of the Union on wage recovery.
- 9:02** A grievor(s) and one employee who is an elected representative and of whom the Centre has been notified in accordance with Article 28 and who meet

with the Director or in her absence, her designate, during the representative's normal working hours on Union and/or Centre business shall, unless instructed to return to work, receive the pay they would have earned during that time.

- 9:03** Upon written notice to the Centre, time off on the basis of wage recovery shall be granted where possible to one employee designated in advance by written notice from the Union as a member of the Union negotiating team for bargaining sessions that the employee attends for negotiating the Collective Agreement.
- 9:04** The parties hereto agree that such requests for leave or time off pursuant to the foregoing shall not be unreasonably sought or withheld.
- 9:05** The Union agrees to reimburse the Centre the wages paid to employees while on wage recovery, on a monthly basis upon receipt of a statement from the Centre as to the amount and for whom wage recovery is claimed by the Centre.
- 9:06** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check Off.
- 9:07** The Centre shall notify the Union of each new hired employee. The Union Staff Representative or a workplace Steward designated by the Union, shall be allowed fifteen (15) minutes at the orientation session or at a time of mutual convenience shortly thereafter to meet with the new employee(s), review the Agreement, have the membership card signed, and discuss any other further concerns of the Union or employee.

## **Article 10 Contracting Out**

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

## Article 11 Recruitment

- 11:01** When filling vacancies within the bargaining unit the Centre shall post an appropriate notice on the bulletin board for at least one (1) week prior to advertising externally.
- 11:02** Where an internal applicant is selected it shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
- 11:03** When an employee is promoted to a position with a higher maximum rate of pay, she shall receive a pay step in the new position one (1) step higher than her previous rate but not less than the minimum of the new position.
- 11:04** **All new employees shall be furnished with a letter of offer. This letter will indicate start date and rate of pay along with eligible benefits.**

## Article 12 Merit Increases

- 12:01** “Merit Increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.
- 12:02** An employee’s anniversary date is the first of the month after commencing employment with the Centre unless that start date is the first of the month, except as in 12:03.
- 12:03** An employee’s anniversary date shall change to the first of the month following any promotion or transfer.
- 12:04** Where a merit increase is not granted to an employee on the employee’s anniversary date:
- (a) The employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;

- (b) The merit increase may be granted to the employee on any subsequent monthly anniversary date, which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent month anniversary date referred to;
- (c) The employee may file a grievance at Step 1 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under subsection (b) above;
- (d) The employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under subsection (b) above.

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

### **Article 13 Bulletin Board**

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

### **Article 14 Probation**

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

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

**14:03** If the Director extends an employee's probation, the employee shall be given a performance evaluation prior to the three (3) months anniversary date and will receive written reasons for the extension. The extension should be no

longer than six (6) months in total. The Employer shall offer Union representation.

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

**14:05** The employee be given regular full-time employee status based on satisfactory performance by the employee on their probation.

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

### **Article 15 No Discrimination**

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

### **Article 16 Maternity Leave**

**16:01** In order to qualify for Maternity Leave, a pregnant employee must:

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

- 16:02** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 16:01(c), or
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 16:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate and;
  - (c) The Centre may vary the length of maternity leave upon proper certification by the attending physician and acceptance by the Director.
- 16:03** (a) An employee who has been granted maternity leave shall be permitted to apply to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a) above, the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 16:04** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlements.
- 16:05** Where an employee's anniversary date falls during the period of maternity leave, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 16:06** Sections 34 (1.1) through 34 (1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

### **Article 17 Paternity Leave**

**17:01** A male employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital.

### **Article 18 Adoptive Parent Leave**

**18:01** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

### **Article 19 Parental Leave**

**19:01** In order to qualify for Parental Leave, an employee must:

- (a) Be the natural mother of a child; or
- (b) Be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) Adopt a child under the law of a province.

**19:02** An employee who qualifies under Article 19:01 must:

- (a) Have completed seven (7) continuous months of employment, and
- (b) Submit to the Centre an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day which the employee intends to commence the leave.

**19:03** An employee who qualifies in accordance with Article 19:01 and Article 19:02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

- 19:04** Subject to Article 19:05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 19:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Centre.

### **Article 20 Sick Leave**

- 20:01** Earned sick leave entitlement will be granted to an employee where the employee is unable to be at work and perform her regular duties as a result of illness or injury.
- 20:02** The sick leave to which an employee is entitled shall accumulate at the rate of one-half ( $\frac{1}{2}$ ) working day per bi-weekly pay period. Upon completion of four (4) years employment, an employee shall earn sick leave at the rate of one (1) day per bi-weekly pay period.
- 20:03** While sick leave constantly accumulates, in no case shall an employee's earned maximum exceed **twenty-six (26)** working days at any time.

After the first year of employment, an employee will have **two (2)** mental health/stress management day off annually with full regular pay to be taken as requested and approved, but not in conjunction with vacation; and further, annually after the first year of employment, the employee shall be able to carry over three (3) days accumulated in excess of the ten (10) days to be used in the following year as discretionary leave days.

- 20:04** Sick leave shall not accumulate during periods when an employee is:
- (a) Absent on sick leave and/or Workers Compensation for a period of more than ten (10) consecutive working days; or
  - (b) Absent without leave; or

- (c) Absent on leave without pay; or
- (d) As stated otherwise elsewhere in this Agreement.

**20:05** When an employee is to be absent because of illness or injury she shall call the Director or designate. This notification of absence shall be at least one (1) hour prior to the normal start time. No sick calls will be received after 9:00 p.m. or before 5:00 a.m.

When an employee phones in sick, she shall not be contacted thereafter to come into work.

**20:06** Employees shall furnish a medical certificate for absences due to illness or injury after using any **three (3)** consecutive days off for an absence, unless circumstances are evident and known, then a slip will not be required. Where there is evidence of an employee abusing sick leave, the Centre may require the employee to provide a certificate from a duly qualified medical practitioner validating each absence due to sick leave in order to qualify for pay under this Article; this requirement can be implemented for a period up to six (6) months at the Centre's discretion.

**20:07** An employee shall complete such documents as required by the Centre relating to sick leave. Where a medical practitioner imposes a fee or charge for a sick slip or report required by the Centre for leave under this Agreement or return to work purposes, the Centre shall reimburse the employee upon submission of a receipt.

**20:08** If an employee is hospitalized for three (3) days or more during the period of the employee's scheduled annual vacation, the Centre may grant sick leave and credit the employee with alternate days' vacation. The employee shall furnish proof of hospitalization.

## Article 21 Compassionate Leave

- 21:01** An employee shall be entitled to compassionate leave for a period of up to **seven (7)** working days without loss of salary in the event of the death of an employee's spouse (including common -law), child and parent.
- 21:02** An employee shall be entitled to compassionate leave for a period of up to **five (5)** days without loss of pay in the event of the death of a brother, sister, step parents, guardian, ward of the employee, grandparents, grandchild or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 21:03** An employee shall be entitled to compassionate leave of **two (2)** working day without loss of salary in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, or uncle.
- 21:04** An employee shall be entitled to special leave up to a maximum of **one (1)** day without loss of salary for attending a funeral as a pallbearer and **one (1)** day without loss of salary for attending a funeral as a mourner.
- 21:05** An employee shall be entitled to two (2) working days without loss of pay to attend a funeral at a distance.
- 21:06** An employee shall be entitled to up to five (5) days of family related leave with pay per fiscal year upon approval by the Centre for the following reasons, and charged against the employee's sick leave credits:
- (a) The purpose of the leave shall be for attending to family responsibilities which are real, immediate, and unavoidable and which necessitate the employee's absence from work;
  - (b) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time; and

- (c) The amount of leave is intended to cover the period until the appropriate alternative arrangements can be made.

### **Article 22 Jury or Witness Duty**

- 22:01** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a legal proceeding other than a proceeding occasioned by the employee's private affairs, shall be granted leave of absence with pay for the required absence, and all jury or witness fees received, except reimbursement for out of pocket expenses received by the employee, shall be remitted to the Centre.

### **Article 23 Educational Leave**

- 23:01** The foregoing paragraph does not apply to courses or training applicable to pre-employment and licensing conditions of hiring such as St. John Basic First Aid, a Manitoba Class IV driver's license and Infant CPR, or the re-certifying or renewal of these three (3) conditions. The foregoing shall be reimbursed in accordance with current Centre Policy.
- 23:02** Any courses, seminars, or training not required by the Centre but which are approved for employees, shall be compensated for on the basis of what the employee(s) and the Director can work out with available training dollars.
- 23:03** In return for costs incurred by the Centre on behalf of an employee under the first and third paragraphs above, the employee shall return to work for the Centre for a period of one (1) year after completion of the course, excluding all leave periods, except where the employee becomes ill or injured for a lengthy period of time, or permanently, and whereby the employee is unable to return to work at the Centre. If the employee leaves employment at the Centre prior to the end of the aforementioned year, the Centre may recover the cost of the applicable course(s) from monies owing to the employee on a pro-rated basis (i.e.: if the employee leaves after six [6] months:  $6/12 = 1/2$ , meaning the Centre may recover one-half [ $1/2$ ] of the course[s] costs).

**23:04** If an employee leaves the Centre's employ due to death, or to illness or injury substantiated by medical certificate/evidence, or if the employee is laid off or her term not extended to accommodate the one (1) year provision in Article 22:04 above, the employee is not obligated to repay any course(s) costs.

**23:05** **Staff Development**

- (a) When the Centre is below provincial licensing requirements for ECE II's, the Centre will endeavor to develop employee(s) from within based on seniority and academic eligibility to commence the College Early Childhood Educator (or referenced herein as ECE) diploma program. In return for financial aid set out in sub-section (b) and (c) below, the employee must be willing to enter into a legally binding agreement to work for the Centre for a minimum of one (1) year after completion of each academic year, two (2) years after the date she graduates and receives her ECE diploma except where layoff, illness, injury, or death prevent the employee from continued employment. Pro-rating provisions for repayment will apply in situations where an employee leaves for any reason other than those specified in the preceding. Available staff development opportunities as ECE's will be determined by the number of ECE II's necessary to meet provincial requirements. If there are no employee applicants, the Centre is free to hire externally as required.
- (b) Where an employee requests, the Centre will reimburse the employee for fifty percent (50%) of all ECE diploma costs upon successful completion of a course(s) at the end of each academic year. Where an employee requests the Centre to prepay any or all ECE course costs to the College of her choice, the employee shall fully reimburse the Centre through regular payroll deductions which must be completed by the end of the academic year. Payment of the fifty percent (50%) reimbursement back to the employee(s) will only occur after successful completion of the course(s) for which prepayment was issued.

- (c) An employee taking ECE College courses shall be allowed one (1) day off with pay to study for exams per ECE course final, not including re-writes.

**23:06** Pending approval from the Child Day Care Office, the senior employee(s) enrolled in and actively taking the ECE diploma program and who is within six (6) months of completion, either through correspondence, or evening course(s) or attendance at an accredited College, is excluded from the layoff provisions outlined in Article 33:08.

## **Article 24 Hours of Work and Related Conditions of Employment**

**24:01** The Centre will be open from 7:30 a.m. to 5:30 p.m. Monday to Friday. An employee's normal work day shall consist of eight (8) consecutive hours of work exclusive of a standard one-half (1/2) hour lunch break or up to one (1) hour if an employee agrees or requests. Should the Centre enter into programming which would require employees to work between 5:30 p.m. of one (1) day and 7:30 a.m. of the next following day (Monday to Friday), and/or Saturday and/or Sunday, employees hired by the signing date of this Agreement shall have the right to decline such hours of work, and remain on their schedules of work. The Centre agrees to notify the Union in writing of its intention to enter into such shifts, and concurrently agrees to negotiate shift and weekend premiums with the Union, which would be established and attached hereto by a Memorandum of Agreement.

- 24:02** (a) When an employee leaves the employ of the Centre all regular employees, on the basis of the most seniority having first choice within the applicable classification(s), shall have the right to request a change in their hours of work, as long as the above noted start/stop schedule is not affected. The eight (8) hour period, which remains vacant, will be considered to be the hours of work for the newly hired employee.
- (b) Each employee is entitled to an unpaid lunch break and two (2) fifteen (15) minute paid rest breaks per eight (8) hours worked.

**24:03** If additional staff are hired during the duration of this Collective Agreement the Centre agrees to meet with the Union to discuss hours of work.

**24:04** Weekly hours of work shall include a pre-scheduled two (2) hour period for planning and preparation.

**24:05** The Centre shall convene pre-scheduled staff meetings once a month; minutes shall be kept and maintained. The purpose of the staff meetings shall be to deal with workplace and safety and health issues, but in no case shall the parties deal with other matters arising out of or related to the Collective Agreement, grievances or bargaining.

The meetings shall be prescheduled and agenda items must be submitted by noon of the day of the meeting

Employees shall be entitled to bank the time spent in staff meetings to be taken as paid time off in lieu at the applicable rate.

**24:06** A list of sufficient subs shall be maintained consisting of persons willing to be called in as replacements for all leaves and vacation. Subs shall be utilized to insure maintenance of the staff count on the floor at all times.

**24:07** No leaves of absence will be allowed to work for other employers under any circumstances.

## **Article 25 Overtime**

**25:01** The Director may request employees to work overtime continuous to their workday in a descending order of seniority. If the more senior employees are unable to work, the most junior employee(s) capable of performing the work may be required to work. If the extra work as requested by the Centre is not contiguous to an employee's work day, the work constitutes a callout which shall be paid at a three (3) hours minimum at the applicable rate, meal breaks are not considered as a break in continuity.

**25:02** Every employee shall be entitled to overtime pay at a rate of one and one-half (1½x) times for all time worked over their regularly scheduled work day.

- 25:03** The employee may elect to take pay or time off in lieu for the first forty (40) hours of overtime worked each calendar year; thereafter, by mutual agreement between the Director and the employee overtime shall be compensated by paying the employee for all hours worked at the applicable overtime rate or by granting the employee equivalent time off in lieu of payment. The employee shall give the Centre two (2) weeks written notice specifying the dates and amount of banked overtime she wishes to take off.
- 25:04** Where an employee has chosen to receive time off in lieu of payment for overtime, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Director within a ninety (90) calendar day period or the employee shall receive payment. When such payment is made, it shall be at the rate of pay in effect for the employee at the time when the overtime was worked.
- 25:05** Where the Centre must lay off employees for the regular, historical shutdown of the school year's summer vacation, spring break, and the Christmas/New Year's break, the employees shall be given no less than two (2) weeks' notice of the shutdown. At the employees discretion, he/she may apply banked overtime (time in lieu earned at one and one-half times [ $1\frac{1}{2}x$ ]) or vacation to these said days.
- 25:06** All extra hours of work, constituting overtime or not, shall be offered to employees covered by this Agreement in a most senior first and then descending order to accept or refuse all extra daily or weekly hours of work. If the employee(s) is not at work or cannot be reached at a known phone number, the Director may proceed to the next person on the seniority list. Subs, casuals and grant employees are not eligible to earn overtime at any time or to be assigned any extra hours of daily or weekly work, unless all staff covered by the Agreement have declared they cannot be available to work same.

## Article 26 Acting Pay

- 26:01** In the absence of the Director or Assistant Director from the Centre, if an employee covered by this Agreement is assigned to acting status in either position by management, that employee shall receive acting status pay of two dollars (\$2.00) per hour for each and every hour the acting status assignment continues. Acting status pay shall be over and above regular pay.
- 26:02** Monies earned under Article 25:01 above shall not be included in the calculation of holiday pay, overtime, sick leave, vacation or any other benefit earned under this Agreement.
- 26:03** While the Director is on site, an employee assigned to perform certain duties of the Director or the Office shall receive a premium of one dollar (\$1.00) per hour for all time so worked.
- 26:04** **When an employee who is performing work outside of their original duties, at a higher rate of pay, they shall be paid one dollar and fifty cents (\$1.50) for every hour worked.**

## Article 27 Pay Practices

- 27:01** Paydays shall be every second Wednesday by twelve noon.
- 27:02** The Employer has established a Policy for the distribution of pay cheques in consultation with the employees to provide a private and confidential distribution.
- 27:03** When a pay day or pay days will fall within the period of an employee's annual vacation, the employee may make written request to the Director at least two (2) weeks in advance of said pay day or pay days for receipt of pay cheque or cheques prior to taking her vacation.
- 27:04** On the first working day of every April and October, each staff member shall be given a statement reflecting all sick days, vacation and travel days as earned, used and outstanding balances to be taken.

## **Article 28 Pay Plan**

- 28:01** The pay plan applicable to employees covered by this Collective Agreement shall contain the classification titles and rates of pay. The pay plan shall be known as “Schedule “A” and shall be attached to and form part of this Agreement.
- 28:02** During the life of this Collective Agreement the Centre may add a new classification(s) and interim pay rates to “Schedule A” but shall advise the Union of same and commence negotiations on pay rates for such new classification(s) within ten (10) days of receiving a written request from the Union.

## **Article 29 Rights of Stewards**

- 29:01** The Centre recognizes the Union’s right to select Stewards to represent employees.
- 29:02** The Union shall determine the number of Stewards and the jurisdictions of each Steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the Grievance Procedure.
- 29:03** The Union shall provide the Centre with a list of Stewards and other elected representatives immediately after any changes, new elections, and pursuant to the ratification of this Agreement.
- 29:04** Stewards and employees shall not conduct Union business during their working time.
- 29:05** The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 29:06** For complaints of an urgent nature, a Steward shall first obtain the permission of her immediate supervisor before leaving her work to investigate such complaint with the employee and supervisor or departmental

official concerned. Such permission shall not be unreasonably sought or withheld. On resuming her normal duties, the Steward shall notify her supervisor.

- 29:07** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s).

### **Article 30 Grievance and Arbitration Procedure**

- 30:01** The parties to this Agreement recognize the desirability for prompt resolution of grievance through an orderly process without stoppage of work or refusal to perform work.
- 30:02** It is mutually agreed to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Representative(s) present at such discussion. All time limits shall be adhered to for filing a grievance, unless the parties hereto agree in writing to mutually extend same during discussions.
- 30:03** “Grievance” means a complaint in writing in respect to an alleged violation or a misinterpretation of an Article under this Agreement, or a Memorandum signed by both parties hereto.
- 30:04** “Days” referred to in this Article are working days. The time limits within this Article can be extended by mutual agreement of the parties hereto or by a majority of the members of a Board of Arbitration in respect to their applicable time limits, by agreement with the parties hereto.
- 30:05** All grievances must be presented to the Director, or her designate who shall not be a member of bargaining unit, who shall issue a signed and dated receipt for same.

- 30:06** Within ten (10) days from the first day that an employee or the Union becomes aware of the circumstances giving cause for the grievance, the employee and/or representative shall present the grievance to the Director or designate. When a grievance cannot be submitted in person, it may be transmitted by registered mail. An employee has the right to representation by a Union Staff Representative at any stage or discussion of resolving a complaint or grievance.
- 30:07** The grievance shall state the Article violated and the manner and specifics of the violation as well as the redress requested.
- 30:08** The Director or designate may within ten (10) days of receipt of the grievance, hold a hearing into the matter.
- 30:09** The Director or designate shall, within fifteen (15) days of receipt of the grievance whether a hearing is held or not shall, issue her reply to the employee in writing with a copy to the Union.
- 30:10** Where the reply of the Director is unsatisfactory to the grievor or the Union, or the Director fails to reply, the grievance may, within twenty (20) days from the date the reply was received from the Director or within thirty-five (35) days from the issuance of the grievance be referred to an Arbitration Board and proceeded with as in Article 30:13.
- 30:11** Union approval is needed to submit any grievance to Arbitration.
- 30:12** If any of the foregoing time limits are exceeded unless by mutual agreement, including the dates of transmission and receipt, the grievance shall be considered to be abandoned.
- 30:13** (a) The Union shall, in writing to the Director of the Centre state that the matter in dispute is to be proceeded with to Arbitration and also in the letter state the name of the Union appointee to the Arbitration Board.
- (b) Within fifteen (15) days of receipt of the letter as provided in (a) above, the Centre shall notify the Union in writing of the Centre's appointee to the Arbitration Board.

- (c) Within twenty (20) days of receipt of the letter as provided in (b) above, the two (2) appointees shall make every effort to select a third person who shall be the Chairperson of the Arbitration Board and shall without undue delay, notify the Union and the Centre of the name of the Chairperson.
- (d) If, within the applicable time limits, the Centre fails to appoint an appointee, or if the appointee fails to agree upon a Chairperson, at the written request of either party, the Chief Justice for Manitoba shall be requested to make the appointment.
- (e) Within twenty (20) days following the appointment of the Chairperson, the Board shall commence hearings and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted.
- (f) The Chairperson of the Arbitration Board shall notify the Union, the Centre and the respective members of the Arbitration Board of the time, date, and place of hearing(s).
- (g) Within twenty (20) days of the conclusion of the hearing(s), the Board shall render its decision in writing to the Union and the Centre.
- (h) The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties.
- (i) The Board shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement.
- (j) Each party shall bear all expenses of their appointee to the Board and shall share equally the expenses of the Chairperson of the Board.

**30:14** Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Article 30:13(a) shall be so state:

- (a) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
- (b) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Article 30:13(a) within ten (10) working days.
- (c) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an arbitration board for the purpose of this Article.

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

- 31:01** Upon written request of an employee, her personnel file shall be made available for her full examination. Such examination shall be in the presence of the Director or designate. The employee at her option may have a Representative present.
- 31:02** When any assessment of an employee's performance is made, the employee concerned shall sign the assessment form in question upon its completion to indicate only that its contents have been read. The employee shall have the right to indicate her own comments in a space provided on the form. Immediately upon the employee signing the assessment form, the employee shall be handed an exact copy for her own record.

### **Article 32 Discipline**

- 32:01** The Centre agrees that no employee shall be disciplined without just cause.
- 32:02** Where an employee has been called in for a meeting with regard to a disciplinary matter involving her/him, the employee shall be allowed to contact the Union's Staff Representative to be present at the meeting, if he/she chooses.

**Article 33 Layoff**

**33:01** The Centre, when laying off an employee, shall give the employee four (4) weeks' notice or payment in lieu thereof.

Lay off's shall occur in order of seniority from the most junior to the most senior, within the classification from which layoffs are required. This provision is subject to the requirement that the employees who are retained must have the qualifications and abilities to perform the duties which the remaining employee(s) will be required to perform.

Employees who are laid off will be placed on a re-employment list, and recalled back to work in the reverse order of their layoff into their classification(s). An employee who is on the re-employment list must:

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

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

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

**33:04** When a temporary employee is laid off before the end of her term, the Centre shall give the temporary employee four (4) weeks' notice or the balance of the term whichever is the shortest, or payment in lieu thereof.

- 33:05** Pursuant to Article 33:01, an employee, upon receiving notice of layoff, shall have the right to bump a junior employee in any classification which is paid equal to or less than her/his own classification of employment; pay in this context does not include additional rates for acting status, etc. The employee choosing to exercise bumping rights must have the qualifications and abilities to perform the duties, which the remaining employee(s) will be required to perform.
- 33:06** The Centre agrees that no casual or grant or temporary employees will be hired until first opportunity to perform the work has been given to the employee(s) scheduled for layoff or on the re-employment list, subject to the criteria of Article 33:01.
- 33:07** For purposes of this Agreement “qualifications” refer to education, knowledge, training, skills, experience, aptitude and competence. “Ability” refers to mental and physical capability. The Centre in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine the qualifications and the ability of the employees to perform the duties which the remaining employees will be required to perform in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the Centre in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 33:08** Subject to Article 23:06, the parties hereto recognize when staff ratios of Child Care Assistants and Child Care Assistant in Training as to Early Childhood Educators are below Province of Manitoba standards, a layoff(s) may occur to accommodate hiring an ECE II(s) to comply with provincial Acts and/or regulations; the parties further agree that once staffing standards are met, no further layoffs will occur for this purpose.

#### **Article 34 Seniority**

- 34:01** “Seniority” means the length of service of an employee with the Centre, where such service has not been broken by the termination of the employee.

- 34:02** Seniority shall accumulate for all periods of regular paid time (2,080 hours annual maximum), Workers Compensation, maternity and adoptive parent leaves, parental leave, approved educational leave to a maximum of one (1) year, any sick leave with or without pay, and any approved leaves of absences to a maximum of one (1) year or as may be further agreed, in writing, between the parties.
- 34:03** An employee shall lose all seniority, when the employee resigns, or retires, or is dismissed and not reinstated, or dies, or is laid off and not re-employed within twelve (12) months of being laid off.
- 34:04** A Seniority List will be compiled and posted on April 1 of each year reflecting total seniority from the date of hire into a position covered by this Agreement to the preceding December 31, a copy of the seniority list will be forwarded to the Union's office in The Pas.

### **Article 35 Resignation**

- 35:01** Employees wishing to resign shall give written notice of at least two (2) weeks prior to the day on which such notice is to be effective.
- 35:02** The effective date of resignation shall be the last day the employee performs regular duties at the place of work.

### **Article 36 Holidays**

- 36:01** Employee shall receive each year the following paid holidays:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (see Article 36:02)
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

- 36:02** Where any of the holidays in Article 36:01 above falls on a Saturday or Sunday, the holiday shall be observed on the preceding Friday and/or the following Monday, as the case may be, with the exception of Remembrance Day. When Remembrance Day falls on a Saturday or Sunday, it becomes an unpaid holiday.
- 36:03** Where a holiday falls within the vacation period of an employee, the employee is entitled to one (1) day vacation in lieu of the holiday.
- 36:04** Article 36:03 shall not apply when Remembrance Day falls on a Saturday or Sunday during the vacation period of an employee.
- 36:05** An employee is entitled to her regular pay for a holiday on which the employee does not work provided the employee:
- (a) Did not fail to report to work after having been scheduled to work on the day of the holiday;
  - (b) Has not absented herself from work without the consent of the employing authority on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- 36:06** Notwithstanding Article 36:05(b) an employee who is on an approved leave absence without pay at the time of the holiday shall be entitled to receive her regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 36:07** Employees of other faiths or cultures shall be allowed to take up to three (3) unpaid days off work annually for holidays or events of their culture or faith similar in purpose to the Holidays granted in this Article.

The employee may elect to use vacation or banked time for this purpose. The employee should declare her alternate faith or culture on hiring or as soon as she is aware of this Article, and submit a list of alternate days to be observed at the start of each year and/or in no case later than sixty (60) days

prior to the holiday in question for the matter to go to the Centre's Board for approval.

### **Article 37 Vacation**

- 37:01** The Centre vacation year is January 1 to December 31 each calendar year.
- 37:02** Vacation is to be taken in the vacation year following the vacation year in which it was earned. Employees may carry over **five (5)** days of Vacation into the next fiscal year.
- 37:03** Vacation will not be cashed out at year's end if the employee is continuing in the employ of the Centre.
- 37:04** All employees are encouraged to utilize vacation during any historical shut down period and summer layoff period.
- 37:05** All requests for vacation leave will be in writing on the appropriate request form. Employees must forward their vacation request on that form for approval a minimum of two (2) weeks prior to the start of the requested vacation leave. The Director will approve, and confirm vacation days remaining to the applicant and will sign and return a copy of the form.
- 37:06** Where requests for a vacation time frame exceed the number of employees who may be off at that time, other available vacation choices will be approved on a seniority basis.
- All vacation request within the next two (2) to four (4) weeks shall be responded to within three (3) days; all other vacation requests shall be responded to within fourteen (14) calendar days. Vacation approvals will not be delayed unreasonably. All approved vacation days will be posted as they are approved.**
- 37:07** **All vacation request will be approved subject to vacation already approved, seniority and staffing requirements.** Once vacation requests are approved, and in compliance with the terms of this Agreement, later requests

by senior employees for the same time frame may not “bump” a junior employee from his/her approved requested time frame.

**37:08** Staff may exchange vacation time frames, subject to approval of the Centre Director.

**37:09** Vacation entitlement not used by or requested, approved and posted is available for ad hoc use, subject to the usual approval requirements.

Beginning October 1 each year, Centre management reserves the right to schedule vacation not used to date, after consulting with the applicable employees, on a seniority basis of choice - to ensure that all employees use their full vacation entitlement by December 31 each year.

**37:10** All vacation scheduled per Article 37:09 above may only be assigned in blocks of five (5) days off, Monday to Friday, or three (3) or four (4) days off in a week containing a paid holiday(s).

An employee may request a different arrangement subject to approval requirements in the foregoing.

**37:11** An employee shall earn vacation leave credits on the following basis:

- (a) For three (3) years or less of service and employee shall earn one and one-quarter ( $1\frac{1}{4}$ ) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation was earned;
- (b) Commencing an employee’s third anniversary date of initial employment, the employee shall earn one and two-thirds ( $1\frac{2}{3}$ ) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation was earned and yearly thereafter; and
- (c) Commencing an employee’s sixth anniversary date of initial employment, the employee shall earn two and one-twelfth ( $2\frac{1}{12}$ ) working days per complete month of service in each vacation year to be

taken in the vacation year following the year in which the vacation was earned, and yearly thereafter.

- (d) Notwithstanding subsections (a), (b) and (c) above, employee terminating prior to completing three (3) years of service shall have their vacation leave credits cashed out at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per complete month of service and employees terminating during their fourth to sixth year of service shall have their vacation leave credits cashed out at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days per complete month of service, and employee terminating during their seventh and later years of service shall have their vacation cashed out at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) days per complete month of service.

**37:12** An employee appointed on the first working day of the month shall accumulate vacation credits from that day. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

**37:13** When computing vacation leave, all fractions of a day will roll up to the next nearest day of vacation entitlement.

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

**38:01** The Centre and the Union agree to the establishment of a Workplace Health and Safety Committee to be comprised of not less than two (2) members appointed by the Union and not less than one (1) member appointed by the Centre and the said Committee shall meet as is necessary at the request of either party to discuss, with a view to resolving, any problems or conditions which are hazardous to the health and safety of the employees arising out of or in connection with work activities in the workplace.

**38:02** The Centre will arrange to supply employees with smocks.

**38:03** The Centre and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all Centre operations, and

that these activities required the combined efforts of the Centre, employees and the Union.

- 38:04** The Centre will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 38:05** The Union will continue to make every effort to obtain the cooperation of each employee in the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 38:06** Each employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health, and the safety and health of other persons who may be affected by the employee's acts or omissions at work.
- 38:07** Where the Director knows that any conditions exists at the workplace that is dangerous to the safety and health of an employee or other person affected by Centre operations, she shall not require or permit the employee to engage in, carry on or continue to work in the workplace under that condition.
- 38:08** Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health, or to the safety or health of other persons at the workplace, the employee shall report the condition to Director or designate and may refuse to continue to work under the condition until the issue is resolved.
- 38:09** The Director of designate shall inspect the condition with the employee and discuss the employee's reason for believing the condition to be unsafe or unhealthy.
- 38:10** Where the employee is unsatisfied with the Centre's decision or actions in the matter, the employee shall contact the Workplace Safety and Health Branch of the Province of Manitoba without delay, and the matter shall be addressed as determined by that office.

**38:11** Where an employee has refused to work in accordance with the foregoing, the employee must be available to perform other work assigned, and no other employee shall be assigned the work being refused unless the employee is advised of the refusal and the reasons for the refusal. Nothing in this article prevents the doing of any work or thing in a safe or healthy manner that may be necessary to remedy the dangerous condition described in the foregoing.

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

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

### **Article 40 Benefit Package**

**40:01** Employees hired on or after the date of the signing of this Agreement must join/enroll **with Manulife** which will provide:

- Short Term Illness
- Long Term Illness
- Dental
- Extended Health
- Group Insurance
- Accidental Death and Dismemberment
- Ambulatory Services

and their premiums, beyond the MCCA dues portion, will be cost shared by the Centre on a fifty-fifty (50/50) basis.

### **Article 41 Meals and Expenses**

**41:01** When in travel status on authorized Centre business, the employee shall be paid the same meal rates and per diem as the Province of Manitoba pays to its employees covered by the Government Employees' Master Agreement under the same conditions.

41:02 Where an employee is requested to use her vehicle for Centre business and the employee agrees she shall be paid forty-three point six cents (43.6¢) per kilometre, with a two dollar (\$2.00) per trip minimum. The rates shall increase effective the same date to the same rates the Province of Manitoba pays for casual use of personal vehicles to its employees covered by the Government Employees' Master Agreement.

### **Article 42 Remoteness**

42:01 After the first year of employment, an employee will be eligible for two (2) travel days without loss of regular pay, to be taken as requested and approved in conjunction with a vacation or banked time or weekend trip out of The Pas area. Each employee will be eligible for two (2) travel days without loss of regular pay annually thereafter on the second and subsequent anniversary dates of hire to be used by the next following anniversary date of hire.

Travel days must be used in the intended year time frame and are not eligible for carry over or cash out.

The conditions of the previous Agreement respecting Remoteness Days shall apply to all employees hired prior to the date of signing of this Agreement.

### **Article 43 Harassment**

**43:01** The Centre and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise.

**43:02** Sexual harassment may be defined as sexual comments or behaviour, which create an uncomfortable or threatening working environment.

**43:03** Racial harassment may be defined as differential treatment, or a policy, which is based on race, colour, nationality or ethnic origin, or any racial comments or behaviour which create an uncomfortable or threatening working environment.

**43:04** Personal harassment is defined as non-constructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when

such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance, or which creates an intimidating, hostile or offensive working environment.

- 43:05** Situations involving allegations of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- 43:06** Where the alleged harasser is the person who is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- 43:07** No information relating to the grievor's or alleged harasser's personal background, lifestyle or mode of dress will be admissible during discussions, mediation, grievance or arbitration process.
- 43:08** **Confidentiality**
- (a) All complaints, investigations, hearings and information about the case shall be treated with the utmost confidence, and in an expeditious manner.
  - (b) Any breach of confidentiality may be the subject of further grievance and/or be subject to disciplinary proceedings.
- 43:09** **Process**
- (a) Where an employee is of the opinion he/she has been harassed by another employee, the employee shall forward the written complaint to the Centre's Director. The complaint shall be enveloped and marked Personal and Confidential. Follow-up to the Centre's Board is the Director's responsibility.
  - (b) Where an employee is of the opinion he/she has been harassed by the Centre's Director, other excluded management or other parties, the written complaint shall be filed directly to the Centre's Board, enveloped and marked Personal and Confidential.
  - (c) The alleged offender shall be entitled to notice of the complaint and be given full opportunity to respond to the complaint.

- (d) Each matter shall be resolved expeditiously and confidentially as possible.

#### **Article 44 Violence**

- 44:01** The Centre and the Union agree that no form of violence shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Situations involving allegations or harassment shall be able to be processed as grievances by the victim, and/or to have other legal processes initiated.
- 44:02** Violence is defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment from fellow employees, supervisors, managers, parents/guardians, or other persons in contact with the workplace. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment.
- 44:03** The Centre agrees to develop and implement explicit policies, in conjunction with the Union, to deal with violence.
- 44:04** The Process outlined in Article 44:09 shall be followed in respect of issues addressed by this Article.

#### **Article 45 Retroactivity**

- 45:01** Retroactive pay adjustments between the expiry of the previous Agreement and the signing date of this Agreement shall be issued **on a separate cheque** with the first full pay period after the date of signing this Agreement to all employees employed on the date of signing and any employees who were laid off, retired, died or whose terms of employment expired since the expiry date of the old Agreement.
- 45:02** Employees who voluntarily resigned from the Centre since the expiry of the old Agreement have sixty (60) days to make written request for retroactive pay.

**Article 46 Compassionate Care Leave**

- 46:01** Consistent with the provisions of the Employment Standards Code an employee shall receive Compassionate Care Leave without pay of up to eight (8) weeks subject to the following conditions:
- (a) An employee must have completed thirty (30) days employment as of the intended date of leave;
  - (b) An employee must apply in writing at least one (1) pay period prior to taking the leave unless circumstances warrant a shorter period;
  - (c) An employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week in duration;
  - (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member as provided for in Article 47:01(e), below;
  - (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
    - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
      - (1) The day the certificate is issued, or
      - (2) If the leave was begun before the certificate was issued, the day the leave began; and
    - (ii) The family member requires the care or support of one (1) or more family members;
    - (iii) A family member for the purpose of this Article shall be as defined in the Employment Standards Code, and any other person

described as “family member” in the Regulations pursuant to the Employment Standards Code of Manitoba.

- (f) With the agreement of the Employer, an employee may end their Compassionate Care Leave earlier than expiry of eight (8) weeks by giving the Employer two (2) weeks’ notice of his or her expected date of return;
- (g) At the end of an employee’s leave under this Article, the Employer shall reinstate the employee to the position or to a comparable position the employee occupied before the leave began with not less than the wages and any other benefits earned by the employee immediately before the leave began;
- (h) For the purpose of pension and other benefits, employment of an employee before and after the leave is deemed continuous;
- (i) Seniority shall accrue during any period of leave under this Article.

#### **Article 47 Family Related Leave**

**47:01** An employee shall be entitled to up to **eight (8)** days leave with pay in each calendar year, to be charged against the employee’s sick leave credits, for use as follows:

- (a) For the purpose of attending to family responsibilities which are real, immediate and unavoidable, and which necessitate the employee’s absence from work;
- (b) The family responsibilities of the employee could not be reasonably accommodated by some other person or in some other way or at some other time; and
- (c) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

**47:02** Family responsibilities which qualify under Article 47:01 above include but are not limited to a death in the immediate family; attending to estate or inheritance issues; any of illness, injury, surgery, treatment, health matters, or appointment locally or at a distance of family members; legal matters; or any other real, immediate, and unavoidable issues which require attending to by the employee.

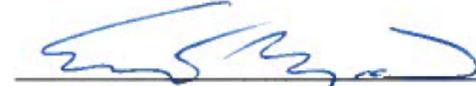
IN WITNESS WHEREOF a representative of Halcrow Lake Day Care Centre has hereunto set their hand for, and on behalf of, Halcrow Lake Day Care Centre; and Ernest Muswagon, Staff Representative of Manitoba Government and General Employees' Union, has hereunto set his hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this day 25<sup>th</sup> of January, <sup>2016</sup>~~2015~~.

  
On behalf of Halcrow Lake Day Care Centre

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Halcrow Lake Day Care Centre

  
On behalf of Manitoba Government and General Employees' Union

## **Appendix “A” - Information as to Classifications**

### Child Care Assistant (including assignments as Cook, Driver, and Relief Driver)

- As defined in The Community Child Care Standards Act Manitoba Regulation 62/86.
- Encouraged to participate in at least twenty-four (24) hours of professional development in early childhood education per year.

### Child Care Assistant in Training

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

### Early Childhood Educator II

- As defined in The Community Child Care Standards Act Manitoba Regulation 62/86.
- Duties are primarily those performed by a front line primary caregiver of preschoolers and school age children without administrative duties.
- Participates in at least twenty-four (24) hours of ECE professional development per year.

### Early Childhood Educator III

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

- Duties are primarily those performed by a front line primary caregiver of preschoolers and school age children without administrative duties.
- Encouraged to participate in at least twenty-four (24) hours of ECE professional development per year.
- Completed in specialized training such as Infant Development offered through Red River Community College.

## Schedule "A" - Salary Schedule

**February 1, 2014 to January 31, 2016**

Classification		Level 1	Level 2	Level 3	Level 4	Level 5
CCA, Relief, Cook,	Annual	\$23,187	\$24,636	\$26,085	\$27,536	\$28,984
	Hourly	\$11.15	\$11.84	\$12.54	\$13.24	\$13.93
CCA in Training	Annual	\$28,937	\$30,745	\$32,554	\$34,362	\$36,171
	Hourly	\$13.91	\$14.78	\$15.65	\$16.52	\$17.39
ECE II	Annual	\$36,172	\$38,433	\$40,693	\$42,954	\$45,215
	Hourly	\$17.39	\$18.48	\$19.56	\$20.65	\$21.74

We will enter into a wage reopener for February 1, 2016 to January 31, 2017.