

# **MEMORANDUM OF SETTLEMENT**

Between

**ANNE ROSS DAY NURSERY/  
MOUNT CARMEL CLINIC**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
("CUPE")**

The parties referenced above agree that the following appended items  
constitute the settlement of all outstanding issues.  
Status quo language is as agreed to at the negotiations table.

***Errors and omissions excepted.***

## **TABLE OF CONTENTS**

|  |    |
|--|----|
| SIGNATURE PAGE .....   | 1  |
| ARTICLE 1 - PREAMBLE .....   | 2  |
| ARTICLE 2 - RECOGNITION .....  | 4  |
| ARTICLE 3 - MANAGEMENT RIGHTS .....                                  | 5  |
| ARTICLE 4 - RESPECTFUL WORKPLACE .....                               | 5  |
| ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT .....                       | 7  |
| ARTICLE 6 - UNION DUES .....   | 7  |
| ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .....    | 8  |
| ARTICLE 8 - CORRESPONDENCE .....                                     | 8  |
| ARTICLE 9 - LABOUR MANAGEMENT / BARGAINING RELATIONS COMMITTEE ..... | 8  |
| ARTICLE 10 - UNION REPRESENTATION .....                              | 9  |
| ARTICLE 11 - GRIEVANCE PROCEDURE .....                               | 10 |
| ARTICLE 12 - ARBITRATION PROCEDURE .....                             | 11 |
| ARTICLE 13 - DISCIPLINE AND ACCESS TO PERSONNEL FILE .....           | 13 |
| ARTICLE 14 - SENIORITY .....   | 14 |
| ARTICLE 15 - PRORATION OF THE AGREEMENT .....                        | 15 |
| ARTICLE 16 - JOB POSTINGS .....                                      | 15 |
| ARTICLE 17 - PROMOTIONS AND TRANSFERS .....                          | 16 |
| ARTICLE 18 - PROBATIONARY AND TRIAL PERIOD .....                     | 17 |
| ARTICLE 19 - LAYOFFS AND RECALL .....                                | 18 |
| ARTICLE 20 - HOURS OF WORK .....                                     | 19 |
| ARTICLE 21 - OVERTIME .....  | 20 |
| ARTICLE 22 - GENERAL HOLIDAYS .....                                  | 20 |
| ARTICLE 23 - VACATIONS .....   | 21 |
| ARTICLE 24 - INCOME PROTECTION .....                                 | 23 |
| ARTICLE 25 - LEAVE OF ABSENCE .....                                  | 26 |
| ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES .....                   | 33 |
| ARTICLE 27 - JOB CLASSIFICATION / RECLASSIFICATION .....             | 34 |
| ARTICLE 28 - EMPLOYEE BENEFITS .....                                 | 35 |
| ARTICLE 29 - TERMINATIONS .....                                      | 36 |
| ARTICLE 30 - TERM OF THE AGREEMENT .....                             | 37 |
| ARTICLE 31 - RECOGNITION OF EXPERIENCE .....                         | 37 |
| ARTICLE 32 - TECHNOLOGICAL CHANGE .....                              | 37 |
| ARTICLE 33 - GENERAL .....   | 40 |
| ARTICLE 34 - INSURANCE COVERAGE .....                                | 41 |
| ARTICLE 35 - OVERPAYMENTS .....                                      | 41 |
| ARTICLE 39 - RETROACTIVITY .....                                     | 42 |
| LETTER OF UNDERSTANDING 15-08 .....                                  | 44 |

# MEMORANDUM OF SETTLEMENT

Between

**ANNE ROSS DAY NURSERY /  
MOUNT CARMEL CLINIC**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
("CUPE")**

The parties referenced above agree that the following appended items constitute the settlement of all outstanding issues.

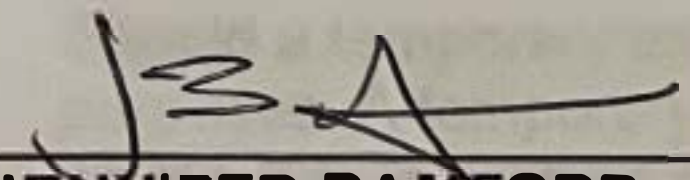
Status quo language is as agreed to at the negotiations table.

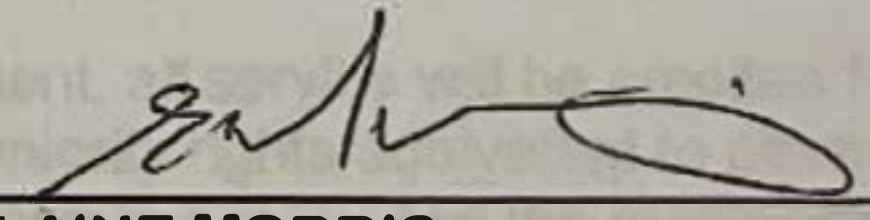
***Errors and omissions excepted.***

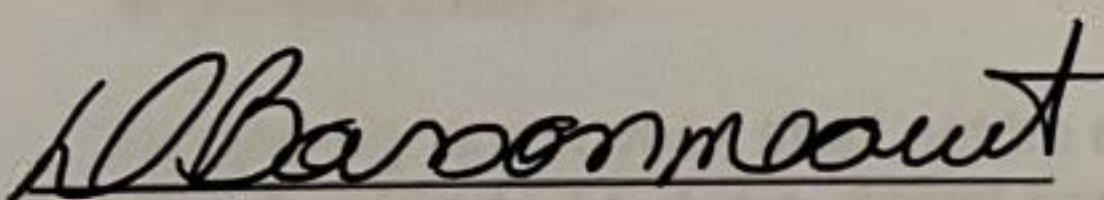
Signed this 2nd day of May 2023.

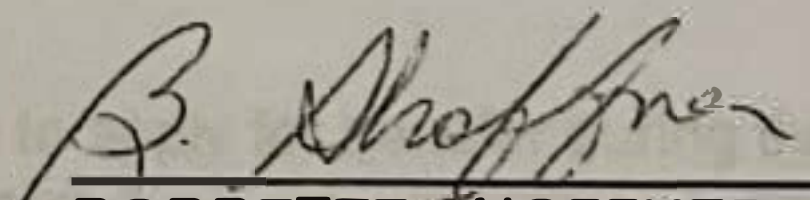
**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEE:**

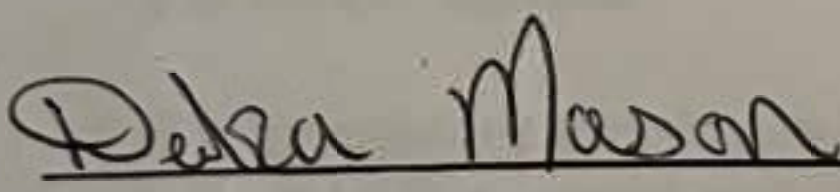
**FOR ANNE ROSS DAY NURSERY /:  
MOUNT CARMEL CLINIC:**

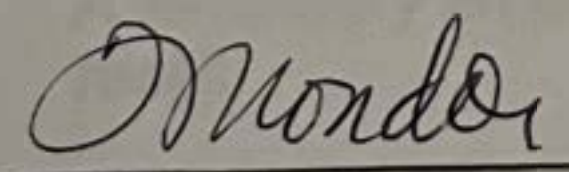
  
\_\_\_\_\_  
**JENNIFER BAMFORD  
NATIONAL REPRESENTATIVE**

  
\_\_\_\_\_  
**ELAINE MORRIS  
DIRECTOR OF EARLY LEARNING &  
PARENTING**

  
\_\_\_\_\_  
**DEBBIE BOISSONNEAULT  
PRESIDENT CUPE LOCAL 204**

  
\_\_\_\_\_  
**BOBBETTE SHOFFNER  
EXECUTIVE DIRECTOR**

  
\_\_\_\_\_  
**DEBRA MASON  
ARDN BARGAINING COMMITTEE**

  
\_\_\_\_\_  
**TRACY MONDOR  
ARDN BARGAINING COMMITTEE**

## ARTICLE 1 – PREAMBLE

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

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

**1.02**

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

**1.03 NEW**

Should a temporary employee become permanent, all service will be credited for seniority purposes. A temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer, and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 13 Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee's hiring.

Temporary employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position. A temporary employee on probation who transfers will be required to complete a full probationary period in the permanent position. This period may be extended if the Employer so requests and the Union agrees.

If a temporary employee is promoted or transferred to a permanent position, the employee will serve the usual probationary period in the permanent position.

A temporary employee shall have no seniority rights in matters of demotion, layoff, and recall.



## 1.04 Definitions

The term "Union" shall mean the Canadian Union of Public Employees, Local 204.

The term "Employer" shall mean Mount Carmel Clinic Anne Ross Day Nursery.

The term "Parties" shall mean the Union and the Employer.

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

A "full-time employee" is one who regularly and recurrently works the hours specified in the Hours of Work – Article #20.

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

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

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

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

A "grant employee" is one who works on a project funded through municipal, provincial, federal or other grant. By mutual agreement between the Employer and the Union a grant employee may have their wages, benefits, and inclusion in the bargaining unit restricted.

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

The words "casual employee" shall mean, a person who replaces an absent employee or is called in to supplement staff coverage in emergency situations. The terms of this Agreement shall not apply to such casual employees, except:

- a) Casual employees shall receive vacation pay bi-weekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly pay period.
- b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- c) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 22.05.

- d) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 21.01 and 21.02.
- e) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees, as stated in Article 39.
- f) 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 6.
- g) In the event that no payment is made during that pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- h) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at their basic rate of pay.
- i) Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where a vacancy is not awarded to a permanent employee in accordance with Article 17, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employee.
- j) Casual employees will be paid five percent (5%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.
- k) A full-time or part-time employee who resigns and who, within thirty (30) calendar days is rehired as a casual employee shall be paid at the same increment step as they received in their former position.
- l) Articles 11 and 12 (grievance and arbitration) herein apply only with respect to the terms of this article.
- m) Both parties agree in principle that equal pay shall be granted for work of equal value and that this principle shall be recognized to be implicit in the terms of this agreement.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 204 as the exclusive bargaining agent for all employees covered by the (Interim) Certificate HSBURA-0035 and/or listed in Schedule "A."

## **2.02 No Other Agreements**

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

## **2.03 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except as mutually agreed upon by the parties.

# **ARTICLE 3 – MANAGEMENT RIGHTS**

## **3.01 Management Rights**

The Union recognizes the sole right of the Employer unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this agreement.

## **3.02 Disaster and Fire Plans**

- a) In any emergency or disaster declared by the Executive Director (ED) or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 21 shall apply to overtime hours worked.

- b) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 21.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

# **ARTICLE 4 – RESPECTFUL WORKPLACE – NEW & REVISED**

## **4.01 Respectful Workplace**

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

#### **4.02 No Discrimination**

Unless allowed under the *Manitoba Human Rights Code*, 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
- Gender identity
- Physical or mental disability
- Place of residence
- Membership or non-membership or activity in the union
- Socially disadvantaged person
- Body size and/or type
- And, any other protected status under the *Manitoba Human Rights Code*

#### **4.03 No Harassment**

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 employee(s).

#### **4.04 Policy & Legislation**

The definition of harassment shall consist of the definition contained in the *Human Rights Code* and The *Workplace Safety and Health Act* and shall further include the definition of harassment set out in the Respectful Workplace Policy.

Employees are required to review the Respectful Workplace Policy available through the Employer's Policy Manual(s). Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy.

#### **4.05 Processing a Complaint / Report of Abuse or Harassment**

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

Employees are encouraged to bring forward complaints that are honestly believed to be harassment or abuse. Only complaints that are proven to have been made for frivolous or



vindictive reasons, shall result in disciplinary action against the complainant. All complaints, inquiries, investigation and information relating to an allegation of harassment will be treated with the utmost confidence.

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

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

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

### **5.01**

Within one (1) week of the signing of the Agreement, all employees covered by this Collective Agreement will become members in good standing of the Union according to the constitution and bylaws. As a condition of employment, all new employees covered by this agreement will become members in good standing of the Union within thirty (30) days of employment.

## **ARTICLE 6 – UNION DUES**

### **6.01 Deductions**

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

### **6.02 Submission of Dues**

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of the month following the month in which the dues were deducted, unless otherwise agreed, accompanied by a list of names and any changes of addresses and classifications of employees from whose wages the deductions have been made, the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer).

### **6.03 Dues Receipts**

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

### **6.04 Changes in Dues**

The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessments and such change shall occur no more frequently



than twice per twelve (12) month period.

## **ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 Introduction to Union**

Upon commencement of employment, the employee's supervisor or designate shall introduce the new employee to their Union Steward.

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

## **ARTICLE 8 - CORRESPONDENCE**

### **8.01 Correspondence**

All correspondence arising out of this Agreement shall pass to and from the Local Union or designate. All correspondence shall be forwarded to the local office. The Local will inform the Employer of appropriate contacts and/or designates as soon as possible after ratification and when any future changes occur.

## **ARTICLE 9 – LABOUR MANAGEMENT / BARGAINING RELATIONS COMMITTEE**

### **9.01 Establishment of Labour Management Committee**

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

### **9.02 Labour Management Committee**

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

### **9.03 Jurisdiction of Labour Management Committee**

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

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

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

**9.04 Workplace Safety & Health Committee**

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

**9.05 Union Negotiating Committee**

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

**9.06 Consensual Bargaining**

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

**9.07 Advisors to the Parties**

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

**9.08 Access**

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

**ARTICLE 10 – UNION REPRESENTATION**

**10.01 Election of Stewards**

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

## **10.02 Permission to Leave Work**

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

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

The Union & Employer agree that stewards shall not conduct union business on worktime or using employer technology.

## **10.03 Union Representation**

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

# **ARTICLE 11 – GRIEVANCE PROCEDURE**

## **11.01 Definition of a Grievance**

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

## **11.02 Settling of Grievances**

Prior to the formal grievance procedure set out below, the employee may discuss any potential concern/grievance with his/her immediate supervisor who is outside of the bargaining unit, and attempt to resolve the matter.

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

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

### **Step 1**

Within fifteen (15) working days after the event giving rise to the grievance, or within fifteen (15) working days that the employee became aware of the event that forms the substance of the grievance, the employee shall, with the assistance of the Union Steward if they so desire, notify her immediate supervisor, who is outside of the bargaining unit, of her grievance in writing stating allegations and remedies sought.

The grievor and the above referenced supervisor shall meet within five (5) days of notification in an attempt to resolve the dispute. Failing satisfactory resolution, the

Supervisor shall render a written decision regarding the dispute within five (5) working days of the meeting.

## **Step 2**

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

## **Step 3**

Failing satisfactory resolution to the grievance in Step 2, either party may submit the matter to arbitration in accordance with Article 12.

### **11.03 Policy/Group Grievance**

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

### **11.04 Time Limits**

The time limits in the grievance and arbitration procedure shall be directory in nature. Neither party shall be entitled to use the timelines to prejudice the position of the other.

## **ARTICLE 12 – ARBITRATION PROCEDURE**

### **12.01**

Within thirty (30) working days of receipt of the written decision in Step 2, either party may refer the dispute to arbitration by written notice to the other party.

### **12.02**

Both parties shall attempt to agree to the selection of a sole arbitrator. Unless both parties agree to the selection of a sole arbitrator within five (5) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the Arbitration Board.

### **12.03**

The two (2) named members of the Board shall, within ten (10) working days, name a third member to the Board who shall be the chairperson. In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a Chairperson.

**12.04**

The sole arbitrator or Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

**12.05**

The sole arbitrator or Arbitration Board shall determine their own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.

**12.06**

The decision of the sole arbitrator or the majority of the Arbitration Board shall be final and binding and enforceable on all parties and may not be changed.

**12.07**

Within five (5) working days following receipt of a decision in writing, should the parties disagree as to the meaning of the decision of the sole arbitrator or Arbitration Board, whichever the case may be, either party may apply to the Chairperson of the Arbitration Board or the sole arbitrator for explanation or clarification of the decision. Within five (5) working days the Arbitration Board or the sole arbitrator shall reconvene a meeting to clarify the decision.

**12.08**

Expenses of the Arbitration

Each party shall pay:

(a) the fees and expenses of the nominee it appoints;

(b) one-half(1/2) of the fees and expenses of the Chairperson or sole arbitrator.

**12.09**

Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

**12.10**

The time limits in the arbitration procedure may be extended by written consent of the parties.



## **ARTICLE 13 – DISCIPLINE AND ACCESS TO PERSONNEL FILE**

### **13.01**

An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director Officer or designate. Such employee shall be advised promptly in writing, either by registered mail or personal service, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.

### **13.02**

In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on their own behalf with the assistance of a representative of the Union.

### **13.03**

If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

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

(b) If, after a two-year period, no further disciplinary action is recorded on the same matter, the employee may request that the written reprimand be removed from the personnel file. Such request shall not be unreasonably denied.

### **13.04**

Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.

### **13.05**

An employee accompanied by a Union representative if she so elects, may examine her personnel file on request within seven (7) calendar days. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.

**13.06**

There shall be one (1) personnel file maintained by the Employer for each employee.

**13.07 Exceptions to the Process**

Notwithstanding any of the above, the Employer reserves the right to bypass any step in the Reprimand process, or suspend an employee with or without pay where there are allegations of a serious nature directly impacting on the work environment or the care of children. In such cases the Employer shall investigate the allegations to determine appropriate measures to be taken. Examples of serious allegations may include, but are not limited to allegations of sexual harassment, being under the influence of alcohol or drugs at work, or breach of confidentiality, jeopardizing the safety of children or staff, or mental or physical abuse of children or staff.

**ARTICLE 14 – SENIORITY****14.01 Seniority Defined**

Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer, subject to the following conditions and at no time shall seniority accrual be greater than full-time equivalent for their classification (e.g. 1950 or 2015 hours) in any one year. Paid vacation and income protection shall be considered as regular hours worked.

**14.02 Seniority List**

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

(b) Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.

**14.03 Seniority will continue to accrue if an employee:**

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

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

**14.04 Seniority will be maintained but not accrue if an employee:**

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

**14.05 Loss of Seniority**

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign in writing and does not withdraw within two (2) working days;
- (c) They are laid off for a period of twenty-four (24) months;
- (d) They fail to report for work as scheduled at the end of a leave of absence or suspension or does not report to work upon recall, without explanation satisfactory to the Employer;
- (e) They are promoted or transferred out of the Bargaining Unit;
- (f) They retire;
- (g) They completed a term that was less than one (1) year.

**ARTICLE 15 – PRORATION OF THE AGREEMENT**

**15.01**

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

**ARTICLE 16 – JOB POSTINGS**

**16.01**

All vacant positions which fall within the scope of this agreement shall be posted for at least seven (7) calendar days. Such postings shall state the required qualifications, current or anticipated shift, hours of work and wage rate. The Employer will not advertise externally before an internal posting has occurred. However, such postings can happen simultaneously.

**16.02 Information in Postings**

Such notice shall contain the following information:

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

### **16.03 Notification of Employees**

Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified of the disposition of her application. The name of the successful applicant for any position, which falls within the scope of the Agreement, will be sent to the Secretary of the Union where there are internal applications.

## **ARTICLE 17 – PROMOTIONS AND TRANSFERS**

### **17.01 Promotions and Transfers**

Seniority shall be the determining factor in matters of promotion and transfers, subject to the employee being able to meet the requirements of the job and having the required ability, skill, qualifications and a good employment record (refer to personnel files) in accordance with Article 13 Discipline and Access to Personal File

### **17.02**

An employee who through advancing years or disablement is unable to perform their regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which they are capable. They would be paid at the same increment level in the new job as they were in their previous job.

### **17.03**

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 divided as equitably as possible amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered to the extent that they will not incur any overtime costs to the Employer.

### **17.04**

Should a part-time employee described in 17.03 above refuse to report to 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.

(a) When a part-time employee is unable to work all or part of an additional shift for any reason, payment shall be made only in respect of hours actually worked.

(b) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.

(c) 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 in accordance with Article 22 -General Holidays

#### **17.05**

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

### **ARTICLE 18 – PROBATIONARY AND TRIAL PERIOD**

#### **18.01 Trial Period- Internal Transfer or Promotion**

The successful applicant shall be notified within fourteen (14) days following the selection committee's recommendation to the Employer. Conditional on satisfactory performance, the employee shall be declared permanent after a trial period of six (6) months.

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

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

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

#### **18.02 Probation of Newly Hired Employees**

All newly hired employee(s), including part-time employees, shall be on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated with cause at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

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



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

## **ARTICLE 19 – LAYOFFS AND RECALL**

### **19.01 Definition of a Layoff**

Layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

### **19.02 Notice to Union**

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

### **19.03 Notice to Employee**

Employees about to be laid off shall be given a minimum of two (2) pay periods' notice. Payment in lieu of notice shall not exceed four (4) weeks.

### **19.04 Layoff Procedure**

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

The employer will share necessary information with the union regarding plans and impact on the bargaining unit.

### **19.05 Recall Procedure**

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

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

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

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

- (a) after twenty-four (24) months of layoff;
- (b) if the person did not communicate with the Employer as specified above; and

(c) if the person does not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

#### **19.06 No New Employees**

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

### **ARTICLE 20 – HOURS OF WORK**

#### **20.01 Regular Hours of Work**

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

- Seven and one-half (7 ½ ) hours per day excluding meal periods and including rest periods.

#### **20.02 Regular Work Period of Full-Time Employees**

The regular work period of full-time employees shall consist of seventy-five (75) hours biweekly.

#### **20.03 Breaks**

Employees shall be entitled to:

An uninterrupted three-quarter ( $\frac{3}{4}$ ) hour unpaid meal period and two (2) paid fifteen (15) minute rest periods to be scheduled by the Employer.

#### **20.04**

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

#### **20.05 No Split Shifts**

There shall be no split shifts except by mutual agreement between the Employer and employee. Except in cases of urgent or episodic staffing needs. The employer will seek volunteers first where possible.

## **ARTICLE 21 – OVERTIME**

### **21:01 Overtime Defined**

All time worked which is authorized by the Employer beyond 7.5 (seven and one half) hours in a day the normal workday and 75 (seventy five) hours biweekly period shall be considered as overtime. Normally advanced authorization shall be required.

### **21.02 Overtime Paid Out**

Approved overtime shall accrue at the rate of time and one-half (1 ½). By mutual agreement between the Employer and the employee, approved overtime may be compensated by granting time off at the accrued overtime rate (1 ½). Overtime accrued but not used within three (3) months may be paid out in cash.

### **21.03 Meal Allowance**

An employee required to work overtime for a period in excess of two (2) hours immediately following their hours of work shall be supplied with a meal and if this is not possible, a payment of \$7.00 will be made in lieu.

## **ARTICLE 22 - GENERAL HOLIDAYS**

### **22.01 The Employer and the Union recognize the following as paid holidays:**

|                         |                        |                                     |
|-------------------------|------------------------|-------------------------------------|
| <b>New Year's Day</b>   | <b>Louis Riel Day</b>  | <b>Good Friday</b>                  |
| <b>Easter Monday</b>    | <b>Victoria Day</b>    | <b>Canada Day (July 1st)</b>        |
| <b>Terry Fox Day</b>    | <b>Labour Day</b>      | <b>Truth and Reconciliation Day</b> |
| <b>Thanksgiving Day</b> | <b>Remembrance Day</b> | <b>Christmas Day    Boxing Day</b>  |

**and any other day proclaimed as a holiday by the Federal Government for non-Federally regulated employees or Provincial Government.**

### **22.02**

Easter Monday may be designated as a paid holiday by the Executive Director or designate on the day it occurs. If it is not designated on the day it occurs it shall be recognized as a float holiday to be taken at a mutually convenient time.

### **22.03**

An employee desiring to observe recognized religious holidays may substitute such religious holiday for any of the above mentioned paid holidays upon approval of the Employer.

**22.04**

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

**22.05**

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

Where any of the above specified holidays falls on a Saturday or Sunday the first work day(s) following the holiday shall be observed as a holiday, unless otherwise mutually agreed by the Employer and employee.

**22.06**

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

**ARTICLE 23 - VACATIONS****23.01**

Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation.

The vacation year shall be designated as the twelve (12) month period commencing April 1<sup>st</sup> and ending March 31<sup>st</sup>.

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

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

Employees will generally not be requested to work during a period of vacation. However, any employee who works during a period of vacation will be compensated at overtime rates in accordance with Article 21.02.

**23.02 Employees shall earn vacation on the following basis:**

- 1st to 3rd years of employment - three (3) weeks per year.
- 4th to 10th years of employment - four (4) weeks per year.
- 11th to 20th years of employment - five (5) weeks year.
- 21st and subsequent years of employment - six (6) weeks year.

**23.03**

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

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

Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their vacation over a period of time equivalent to the vacation period of a full-time employee.

**23.04**

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

**23.05**

If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize available income protection credits to cover the period of actual hospitalization and the displaced vacation shall be rescheduled. Proof of such hospitalization must be provided at the time the employee returns to work.

**23.06**

The Employer shall establish vacation schedules based on the operational requirements of Anne Ross Day Nursery and the preferred period of vacation for each employee. Where a conflict exists between employee preferences the employee with the most seniority shall be assigned the vacation period in dispute.

**23.07**

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

**23.08**

An employee's accrued vacation shall be apportioned equitably over the employee's full annual vacation entitlement.

**23.09 Long Service Recognition- Vacation**

Effective April 1, 2009

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5<sup>th</sup>) (i.e., 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, etc.) anniversary of employment.

The additional five (5) days shall be granted in the vacation 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. Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009, will be entitled to receive this benefit in the 2009 calendar year.



## **ARTICLE 24 – INCOME PROTECTION**

### **24.01 Income protection defined**

An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board or by the Manitoba Public Insurance (MPI) shall receive the Employee's regular basic pay to the extent that the employee has accumulated income protection credits. The Employer reserves the right to verify that an income protection claim is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance.

### **24.02 Amount of Paid Income Protection**

Income Protection shall be earned at the rate of one and one-quarter (1¼) days for every month an employee is employed. Income protection credits shall continue to accrue during a period of paid leave of absence, or unpaid leave of absence of four (4) weeks duration or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

### **24.03 Sick Calls**

An employee who is unable to report for work due to illness shall inform the employee's Manager prior to the shift in question. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

One (1) hour notice prior to any shift commencing between 0530 and 0900.  
Three (3) hours' notice prior to any shift commencing outside the hours stated above.

### **24.04 Medical Appointments**

Upon sufficient notification to the Employer, and providing such time off does not unduly effect departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated sick leave.

Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If this is not possible, the employee will endeavor to make the appointment at a time which is least disruptive to the department. The employee will return to work following their appointment, to complete their scheduled shift unless it is not reasonable to do so for medical or practical reasons.

Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be forty-eight (48) hours or such notice as the employee themselves receives. An employee undergoing elective surgery must give notice equivalent to the notice that the employee themselves receives.

If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize available income protection credits to cover the period of actual hospitalization and the displaced vacation shall be rescheduled. Proof of such hospitalization must be provided at the time the employee returns to work.

#### **24.05 Disability & Rehabilitation (D&R), Workers Compensation Benefits (WCB) and Manitoba Public Insurance (MPI)**

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

#### **24.06 Income Protection and Workers' Compensation**

An employee who becomes injured or ill in the course of performing the employee's duties must report such injury or illness as soon as possible to the immediate supervisor. An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board (WCB).

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

If the supplement is not sufficient the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes. If at any time it is decided by the Workers' Compensation Board that a supplement paid by an Employer during a claim for compensation benefits must be offset against benefits otherwise payable by the Workers' Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction. Upon 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.

#### **24.07 Family Illness**

An employee shall be entitled to use accumulated sick credits, for the purpose of providing for the needs during illness of a family member as noted in Article ###.

Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness. Where

possible employees will endeavor to share care provision with others in the employees' community circle.

#### **24.08 Documentation of Illness**

An employee who has been absent because of sickness for a period of three (3) consecutive days or more shall furnish, when requested by the Employer, at any time during or after this period of sickness, the medical certificate that was obtained during the period of illness that the employee is or was unable to be present at work because of illness.

Where an employee fails to produce a medical certificate acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.

The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employees' fitness to return to work, or to determine approximate length of illness, or in the case of suspected abuse, as proof of illness in regard to any claim for income protection or to validate absence from work.

Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits and/ or may result in potential discipline should it be deemed necessary.

Employees are encouraged to schedule their medical appointments at times not in conflict with their work, but if that is not possible they may use income protection (if they have time accrued) for the time necessary for such appointments.

It is understood that seventy-two (72) hours' advanced notice must be provided by the employee to the Employer for such leave. In exceptional circumstances, such as a specialist appointment scheduled on short notice, the seventy-two (72) hour notice period will be waived.

#### **24.09 Income Protection Bank Maximum**

The unused portion of an employee's income protection shall to a maximum of 200 days but the employee shall not be allowed to cash-out unused sick leave in time or money, at the end of employment.

## **ARTICLE 25 – LEAVE OF ABSENCE**

### **25.01 Leave of Absence Entitlements**

**Compassionate Care Leave  
Family Related Leave  
Interpersonal Violence Leave  
Leave for Citizenship Ceremony  
Leave for Organ Donation  
Leave for Reservists  
Leave Related to Critical Illness  
Leave Related to the Death or Disappearance of a Child  
Long-Term Leave for Serious Injury or Illness**

### **25.02 Leave of Absence for Union Functions**

An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice except in an emergency. **Subject to operational requirements**, such requests shall not be unreasonably denied. The Union will provide the Employer with written confirmation of dates requested.

**All union Leave of absence will be paid on a cost recovery basis.**

An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leave shall be renewed biannually, by mutual consent of the Union and the Employer.

### **25.03 Leave of Absence for Public Duties**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.

### **25.04 Paid Bereavement Leave**

An employee shall be granted up to five (5) regular, consecutively scheduled workdays' leave, without loss of pay and benefits, in the event of the death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law, common-law partner, children of partner, significant other in a relationship, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, fiancé, member of household, and one best friend. The "steps" of those indicated above shall also apply mutatis mutandis. One (1)



Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

Necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or other such similar active capacity.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend either a funeral or initial memorial service as a mourner.

Additional leave may be granted upon application to the Employer.

#### **25.05 Jury and Witness Duty**

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

#### **25.06 Citizenship Leave**

An employee will, with sufficient notice, be granted the necessary time off without loss of pay to process the employee's Canadian citizenship to a maximum of one (1) day.

#### **25.07 Voting Leave**

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

#### **25.08 General Leave**

An employee will be required to submit, with reasonable notice, a written request to the Employer for any unpaid leave of absence. Such request must specify the reason for the leave of absence and the duration and will be considered on an individual basis. During this leave seniority will be affected as per Article 14 "Seniority".

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



### **25.09 Educational Leave Defined**

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

- (a) conferences;
- (b) workshops;
- (c) course or classes;
- (d) studying and taking examinations for professional certification/registration;
- (e) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);
- (f) other situations as mutually agreed between the employee and the Employer.

### **25.10 Approval of Education Leave**

Attendance will be at the discretion of the Employer. All requests are to be made in writing and shall include:

- Date of event
- Agenda of event
- Value to centre
- Value to employee
- Breakdown of costs and assistance requested
- Notice of invitation to take part or be present at event and copy of abstract of paper (if applicable).

### **25.11 Employer Directed Education Leave**

When the Employer requests an employee to attend a conference or workshop, the Employer shall pay all reasonable costs.

### **25.12 Employee Directed Education Leave**

When the employee requests to attend such functions the Employer may supplement the costs incurred by the Employee.

### **25.13 Maternity/Paternity Leave**

#### **Protection Prior and During Maternity Leave**

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

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

### **Maternity Leave**

An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave "Plan A" or Maternity Leave "Plan B" but not both.

#### **Plan A**

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

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

Employees may choose to receive up to a maximum of five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. These five (5) days shall be prorated for part-time employees based on their regular paid hours of work within the previous fifty-two (52) weeks.

#### **Plan B**

Effective April 1, 2010, the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.

- 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 delivery;
  - (d) provide the Employer with proof they have applied for

Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) 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 her 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 Maternity Leave and where applicable, her 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 her 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 1705 A) (e);
  - (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 1705 A) (e);
  - (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 her 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 17, shall be on a leave without pay basis.

5) An employee may end their Maternity Leave earlier than the date specified by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date they wish to end the leave.

6) Plan B does not apply to temporary employees **or employees whose position is project funded through municipal, provincial, federal or other grant and is not extended beyond a minimum of one (1) year past their return date.**

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

#### 25.14

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

#### 25.15 Parental Leave

A maximum of sixty-three (63) weeks of parental leave per pregnancy will be granted. In order to qualify for Parental Leave an employee must:

- (a) submit a written request to the Employer;
- (b) be a parent of a new child;
- (c) have completed six (6) continuous months of employment with the Employer.

#### 25.16 Commencement of Parental Leave

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 control of the employee;

Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave without a return to work unless otherwise approved by the Employer.

#### 25.17 Payment During Parental Leave

Parental leave is an unpaid leave

### **25.18 Adoption Leave**

An employee shall receive adoption leave of up to sixty-three 63 weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province;
- (b) An employee may commence Adoption Leave upon one (1) day notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings;
- (c) An employee has completed six (6) months of consecutive employment as of the date of the intended leave;
- (d) Parental leave related to adoption must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

### **25.19 Benefits During Paid Maternity/Parental Leave**

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

### **25.20 Seniority During Maternity/Parental/Extended Related Leaves**

See article 14.03 - Seniority

### **25.21 Return to Work**

When an employee decides to return to work after maternity/parental leave/adoption leave, they shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave the employee shall be placed in their former position at the same rate of pay.

### **25.22 Benefits During Unpaid Maternity/Parental/Adoption Leave**

The employee shall have the right, , to continue their and the Employer's portion of payments for extended health and dental benefits as per contract with the benefit carrier.

### **25.23 Return to Work from Leave of Absence**

- a) An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to her former position upon her return at their former increment step.
- b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks, will be returned to their former classification at their former increment step.
- c) An employee who is granted a leave of absence for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the



conditions under which an employee who is granted such leave of absence will be employed on their return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one they left, they would be put at the first step of the salary range for that classification

- d) An employee who is accepted for **D&R** benefits and who is granted a leave of absence, will be returned to her former classification at their former increment step provided that they return to work within the two (2) year period.

#### **25.23**

An employee not reinstated in their former classification on return from leave of absence under 27.22 (c) will receive preferential consideration for the first suitable available vacancy within the site which is at the level of their former position.

#### **25.24**

Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

### **Article 26 – Payment of Wages and Allowances**

#### **26.01 Pay Periods**

Pay periods shall be every two (2) weeks in length. Pay days shall be every second Thursday. A deduction sheet shall be included with each **pay deposit**. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement. **\*\*CONFIRM SCHEDULE A LABELLED\*\***

#### **26.02 Rate or Pay Changes**

When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in the employee's new classification, which will provide an immediate increase of salary. The salary increase must be a minimum of \$0.50 per hour but not to exceed the top level of the new salary scale.

#### **26.03 Pay on Temporary Transfers, Higher Job Rates**

When an employee temporarily is assigned by the Employer, to perform for a period in excess of two (2) days, principle duties of a higher paying position, the employee shall receive the rate for the job. When an employee temporarily relieves in, or performs the principle duties of a higher paying position for which a salary range has been established, the employee shall receive the rate in the salary range which is higher than the employee's previous rate. The salary increase must be a minimum of fifty cents

(50¢)/hour but not to exceed the top level of the new salary scale. The employee shall qualify for any pay increments based on the length of service in the temporary assignment.

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

#### **26.04 Payment on Transfer Lower Rated Job**

##### **(a) Payment on Transfer Lower Rated Job**

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

##### **(b) Awarding a Position in a Lower Pay Grade**

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

#### **26.05 Anniversary Date**

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

### **Article 27- JOB CLASSIFICATION/RECLASSIFICATION**

#### **27.01 Job Description**

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

#### **27.02 Changes in Classification and Job Description**

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

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

## **ARTICLE 28 – EMPLOYEE BENEFITS**

### **28.01**

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.

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.

### **28.02 Extended Health Care Plan/Health Spending Account (HSA)**

The following benefit improvements will be applied through HEB Manitoba as specified:

#### **1) Extended Health Care Plan**

All employees who are enrolled or become enrolled in accordance with the options set out below will be in the HEB Manitoba "Enhanced" Extended Health Care Plan.

The "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the employee.

New employees, will, as a condition of employment, be required to participate in the "Enhanced" Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.

Any other enrolment changes will be as per the HEB Manitoba plan text.

#### **2) Health Spending Account (HSA):**

Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEB Manitoba "Enhanced" Extended Health Benefit Plan and the HEB Manitoba Dental Plan.

The annual HSA benefit amounts shall be:

\$500 for full-time employees\*

\$250 for part-time employees

\*For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if they have been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

A "year" or "the annual HSA benefit" is defined as the calendar year – January 1st to December 31st.

In order to be eligible for the HSA an employee must be enrolled in the "Enhanced" Extended Health Care Plan.

Unutilized HSA monies are not carried over to the subsequent year.

### **28.03 Premiums when on Unpaid Leave of Absence (LOA)**

Employees will pay the Employer's and the employee's share of Group Health, Dental, Group Life and Disability & Rehabilitation (D&R) when on any unpaid LOA.

Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employee's wages are being paid by the Employer, the Employer will pay the Employer's share of the premiums on the condition the employee is paying their share.

## **ARTICLE 29 - TERMINATIONS**

### **29.01**

An employee may terminate employment by giving one (1) pay period or two (2) weeks' written notice.

### **29.02**

Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee; or
- (b) during the probationary period of a new employee with cause (the employee has to be given a reason for the termination);
- (c) in the event an employee is dismissed for just cause (the employee has to be given a reason for the termination, and the reason for the disciplinary action must be sufficient to warrant dismissal).
- (d) Where lesser or no notice is given by the Employer, payment in lieu of notice shall be given except in cases of discharge for just cause.

### **29.03**

The Employer will make available, within fourteen (14) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

### **29.04**

Should an employee be absent for more than three days without notice or approval or reasonable and valid explanation the employer will consider the employee as abandoning the employee's position and will therefore be terminated.



## Article 30 – TERM OF THE AGREEMENT

### 30.01

- a) This Agreement shall be in full force and effect from April 1, 2018- January 23, 2025
- b) Should the parties fail to conclude a new collective agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- c) The Union agrees to give the Employer at least **two (2) weeks** written notice as to the date of intended strike action.
- d) The Employer agrees to give the Union at least **two (2) weeks** written notice as to the date of intended lockout.

### 30.02

Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these 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.

### 30.03

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

## ARTICLE 31 – RECOGNITION OF EXPERIENCE

### 31.01

The starting salary of a newly hired employee shall recognize previous experience in another job that has been essentially the same in another facility directly applicable to the job description of the position applied for.

## ARTICLE 32 – TECHNOLOGICAL CHANGE

### 32.01 Definition

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



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

### **32.02 Advance Notice**

When the Employer is considering the introduction of technological change:

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

### **32.03 Information to be Provided**

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

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

### **32.04 Arbitration**

If the Union and the Employer fail to agree upon measures to protect the employees

from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of the Agreement.

#### **32.05 Protection of Hours**

No regular employee with more than three (3) calendar years shall be dismissed or have her regular hours reduced by the Employer solely by virtue of a technological change.

#### **32.06 Protection of Rate of Pay**

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

#### **32.07 Transfer Arrangements**

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

#### **32.08 Training Benefits**

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

#### **32.09 Training Period**

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

#### **32.10 No New Employees**

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

#### **32.11 New Classification**

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

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

## **ARTICLE 33 – GENERAL**

### **33.01 Pronouns**

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

### **33.02 Bulletin Boards**

The Employer shall provide bulletin board space which shall be placed so that all employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **33.03 Employee Performance Review**

A performance review will be written by each supervisor for each employee at least once every twelve (12) months for the first two (2) years of employment and at least once every three (3) years thereafter.

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

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

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

### **33.04 Security**

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

### **33.05 Pre-retirement Leave (Retirement Bonus)**

a) Employees retiring in accordance with the following:

- 1) retire at age of sixty-five (65) years; or
- 2) retire after the age of sixty-five (65) years; or
- 3) have completed at least ten (10) years continuous employment and retire after the age of fifty-five (55) years but before sixty-five (65) years; or

4) employees who have completed at least ten (10) years of continuous service with the Employer, whose age plus years of service equal eight (80);

b) Shall be granted retirement bonus on the basis of four (4) days per year of employment

c) 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.

d) Employees retiring in accordance with the conditions of this Article shall be granted paid retirement bonus as specified on the following basis. Calculations will be based on the following formula:

Total Paid Hours Actually  
Worked from Date of Hire x 4 days Full-  
time Hours  
(currently 1950/year)

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

#### **ARTICLE 34 – INSURANCE COVERAGE**

##### **34.01**

The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

#### **ARTICLE 35 – OVERPAYMENTS**

##### **35.01**

The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

- a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
- c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the

Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

(d) "Under deduction" shall include, but is not limited to, any statutory deduction, or any other amount for which the employee has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.

All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.

The deductions will be made in a fair and reasonable manner after notification to the employee and taking into consideration the amount of the account receivable and the purpose of the amount under deducted

## **35.02**

Where an error has been made in good faith, the Employer shall be entitled to recover any under deductions made.

The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.

For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable

## **ARTICLE 39- RETROACTIVITY**

Salary and wages in the new Agreement shall be adjusted retroactively unless otherwise mutually agreed upon.

All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this agreement.

Former employees shall receive any applicable retroactive pay provided they request the retroactive pay from the Employer in writing with their current mailing address no later than ninety (90) days after the ratification date.



*Starting July 1, 2022– Start rate of the MELCC salary scales*

|   |                |
|---|----------------|
| <i>CCA- with 40 hour training program</i> | <i>\$16.05</i> |
| <i>ECE- Entry level</i>                   | <i>\$19.53</i> |
| <i>ECE II – 2 years' experience</i>       | <i>\$20.90</i> |
| <i>ECE III-</i>                           | <i>\$22.29</i> |

*On date of Ratification: January 23, 2023 average between start and target rate*

|   |                |
|---|----------------|
| <i>CCA- with 40 hour training program</i> | <i>\$16.61</i> |
| <i>ECE- Entry level</i>                   | <i>\$19.87</i> |
| <i>ECE II – 2 years' experience</i>       | <i>\$21.60</i> |
| <i>ECE III-</i>                           | <i>\$23.03</i> |

*One year from date of ratification, January 24, 2024*

|   |                |
|---|----------------|
| <i>CCA- with 40 hour training program</i> | <i>\$17.17</i> |
| <i>ECE- Entry level</i>                   | <i>\$20.20</i> |
| <i>ECE II – 2 years' experience</i>       | <i>\$22.29</i> |
| <i>ECE III-</i>                           | <i>\$23.77</i> |

*Savings Investment Benefit for the following:*

*Mary Joy Pecson \$1,000*

*Mikaela Reyes \$450*

**SIGNING BONUS**

- Employees with 5 or more years of service \$500
- Employees with more than 1 year of service \$300,
- Employees with less than 1 year \$100

Signing bonus entitlement is subject to being on the payroll on date of ratification.

**Letter of Understanding 15-08**

**Between**

**Canadian Union of Public Employees, ARDN**

**And**

**Mount Carmel Clinic**

**Re: Operating Grant Increases**

The Union and Employer acknowledge that the Government of Manitoba released wage guidance for childcare staff.

The Union and Employer acknowledge that with the Federal government's rollout of the National Early Childhood Learning/Child Care Plan, the funding includes a mix of one-time and ongoing funding to address these wages and to help build the sector.

The Union and Employer agree that in the event additional funding is made available from any level of government, the parties will meet to negotiate potential salaries and/or compensation as soon as practicably possible following the announcement or the date either party becomes aware of the increase.

This Letter of Understanding shall take effect on the date of signing.