

COLLECTIVE AGREEMENT

BETWEEN:



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3060**

- AND -

BU EARLY LEARNING CENTRE INC.

TERM OF AGREEMENT:

MAY 1, 2017 TO APRIL 30, 2020

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AGREEMENT

BETWEEN: BU EARLY LEARNING CENTRE INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3060

ARTICLE 1 – PREAMBLE

101 Whereas it is the desire of both parties to this Agreement:

- (a) To maintain a high standard of care for the preschool children.
- (b) To maintain harmonious relations and settled conditions of employment between the Employer and the Union.
- (c) To recognize the mutual value of joint discussions, negotiations in all matters pertaining to working conditions, employment, services, etc.
- (d) To encourage efficiency in operation, and
- (e) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

102 Therefore it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

201 Management Right

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

202 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, except through just cause.

ARTICLE 3 – PROBATIONARY PERIOD

301 Probation of Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period of six (6) months from the date of hiring. An employee's service may be terminated at any time during the probationary period, with just cause and with 24 hours notice, by either the Employer or the employee. No recourse to the Grievance Procedure will be available unless the Union claims discrimination as noted in Article 60) as the basis for termination. After three (3) months of probation, employees will be entitled to all benefits calculated from the first day of employment.

ARTICLE 4 – RECOGNITION

401 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3060 as the sole and exclusive collective bargaining agency for all of its employees, covered by MLB Certificate #3995 issued March 26, 1986 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning any matters addressed in this agreement.

ARTICLE 5 – EMPLOYEE DEFINITION

501 Employees

Probationary – an employee hired according to Article 301 to fill a permanent full-time or permanent part-time or term position.

Permanent full-time – an employee who has successfully completed the probationary period and is employed for eight (8) hours per working day to a total of **two thousand eighty (2,080)** hours per year.

Permanent part-time – an employee who has successfully completed the probationary period and is employed less than full-time hours.

Term – an employee hired to fill a full-time or part-time position for a specific length of time (to a maximum of one year)

Casual employees – an employee who is employed on an irregular or unscheduled basis. If a casual employee works a designated shift(s) for at least three (3) months, the parties agree to meet to discuss making the position:

- (a) into a term position;
- (b) into a permanent position;
- (c) to continue for another three (3) months after which the parties will meet again to discuss the above-noted options.

Only by mutual agreement can the position as described above continue.

Integrated Facilitator – an employee hired and funded entirely by the government to provide one-on-one care to a special needs child.

502 Applicability

This collective agreement is fully applicable to all probationary, permanent full-time, permanent part-time, and term employees as defined in Article 501. As such, this contract does not apply to the Integrated Facilitator or substitute position (see attached Letter of Understanding).

503 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency or for purposes of instruction or when regular staff are unavailable to meet child/staff ratios.

ARTICLE 6 – DISCRIMINATION AND OUTSIDE AGREEMENTS

601 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his membership or activity in the Union.

602 No Other Agreements

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

ARTICLE 7 – UNION MEMBERSHIP AND DUES

701 Maintenance of Membership

Any employee who is a member of the Union or any employee who becomes a member of the Union subsequent to the signing of this agreement shall maintain such membership as a condition of employment during the duration of this agreement.

702 Checkoff Payment

The Employer shall deduct from every employee to whom this contract is applicable, as defined in Article 502, any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and owing by him/her to the Union.

703 Deductions

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

704 Dues Receipts

If possible, at the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 8 – INTRODUCTION TO UNION AND COLLECTIVE AGREEMENT

801 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the article dealing with Union Security and Dues Checkoff.

802 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union steward or representative. The Steward or Representative will provide him/her with a copy of the collective agreement.

803 Interviewing Opportunity

A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty

(30) minutes during the first month of employment for the purpose of acquainting the new employees with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 9 – COLLECTIVE BARGAINING

901 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rate of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

902 Union Bargaining Committee

The Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

903 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration.

904 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

ARTICLE 10 – GRIEVANCE AND ARBITRATION

1001 Election of Stewards

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

1002 Definition of Grievance

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

1003 Settling of Grievances

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

Step 1: If the Union officer considers the grievance to be justified, the employee(s) concerned, together with his/her representative shall first seek to settle the dispute with the Day Care Director.

Step 2: Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the employee(s) concerned, will submit to the Board of Directors a written statement of the particulars of the grievance and the redress sought. The Board of Directors shall render a decision within ten (10) working days after receipt of such notice. Replies to grievances shall be in writing.

Step 3: Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

1004 Arbitration

When either party requests that a grievance be submitted to arbitration the request shall be made in writing addressed to the other party of the Agreement. The two parties shall then meet within ten (10) working days to appoint an impartial arbitrator. The decision of the arbitrator is final and binding. The provisions of the *Labour Relations Act* respecting the appointment, powers, duties and decision of arbitrator apply hereto.

1005 Expenses of the Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

1006 Time Limits

The time limits as stated in Section 1103, Step 2 and Section 1104 are mandatory, unless both parties agree to an extension in writing of any of the aforementioned time limits.

ARTICLE 11 – SENIORITY AND STAFF CHANGES

1101 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be calculated on an hourly basis, where two thousand eighty (2,080) hours constitutes one (1) year of seniority.

1102 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

1103 Job Posting

When a new position is created or a vacancy occurs, the Day Care Centre shall notify the Union and shall post a notice containing the following information:

Nature of position, qualifications, education, skills and knowledge required, working hours, salary rate and range.

1104 Length of Posting

Vacancies and new positions covered by the Agreement shall be posted for five (5) working days in areas where each employee has the opportunity to read the notice.

1105 The applicant with the greatest seniority who meets the basic requirements for the job shall be awarded the position.

1106 If no applications are received by the Employer by the closing date or no present employee is awarded the position, the Employer may advertise the position by outside means.

1107 Trial Period

Notification will be given to the successful applicant within five (5) working days following the end of the posting period. He/She will be placed on trial for a period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of this rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

1108 Notification of Employee and Union

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

1109 Seniority List

The Employer shall maintain a seniority list for all permanent and term employees, and shall forward a copy to the Union on or about April 1st of each year.

ARTICLE 12 – LAYOFFS

- 1201 In the event of layoff an employee shall be given two (2) week's notice or two (2) weeks pay in lieu of notice.
- 1202 Employees shall be laid off in reverse order of their seniority provided the *Day Care Act* guidelines are adhered to.
- 1203 Employees shall be recalled to work in order of their seniority providing they can meet the basic requirements of the job and the requirements of the *Day Care Act*.
- 1204 Employees shall be notified by registered mail of their recall and shall be required to return to work within five (5) days of notice. The five (5) day notice shall be extended upon written approval of the Employer.
- 1205 No new employees shall be hired until those laid off have been given the opportunity of recall.

ARTICLE 13 – JOB CLASSIFICATIONS AND RECLASSIFICATION

1301 Job Descriptions

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

1302 Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union unless stated in the *Child Day Care Standards Act*.

1303 Changes in Classification

Where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new

rate shall be effective the date of the change of duties.

ARTICLE 14 – HOURS OF WORK

1401 Standard Daily Hours

The normal work day shall not commence before 7:45 a.m. nor finish later than 5:30 p.m. The shift shall be eight (8) consecutive hours per day.

1402 Rest Period

Rest periods will be granted as follows for all permanent employees. Scheduling of these times will be at the discretion of the Director.

<i>Shifts</i>	<i>Rest Periods</i>	
	<i>Paid</i>	<i>Unpaid</i>
5 Hours	15 Minutes	15 Minutes
6 Hours	15 Minutes	30 Minutes
7 Hours	30 Minutes	30 Minutes
8 Hours	30 Minutes	45 Minutes

Casual and term employees shall be permitted rest periods as follows:

<i>Shifts</i>	<i>Rest Periods</i>	
	<i>Paid</i>	<i>Unpaid</i>
5 Hours	None	15 Minutes
6 Hours	15 Minutes	15 Minutes
8 Hours	30 Minutes	30 Minutes

An employee required to work through their break will receive equivalent time off at straight time within a reasonable time period under approval and discretion of the Director.

1403 Additional Hours

Subject to scheduling restrictions, preference will be given to permanent part-time employees to work additional hours that would normally require a substitute employee.

The employee can elect to receive time off, instead of payment, at a mutually agreed time. He/she can bank up to the equivalent of one week's regular hours in this manner.

Payment will be at the regular hourly rate plus **four percent (4%)** vacation pay. Vacation pay will not be accumulated.

ARTICLE 15 – OVERTIME

1501 Overtime Defined

All time worked beyond the forty (40) hour workweek, or on a holiday, shall be considered as overtime.

1502 Compensation for Work

If it is deemed necessary by the Director/or ratio that the employee needs to work over eight (8) hours a day or forty (40) hours a week, the employee will be paid time and one-half (1½) for all time accumulated over ten (10) minutes per day in a two (2) week period.

1503 Payment of Overtime

When an employee is required to work overtime he/she may, if the Director agrees, elect to receive time off, instead of payment, at a mutually agreed time. Such time off shall be equivalent in hours to the pay of such overtime that would have been calculated under paragraph 1502.

ARTICLE 16 – HOLIDAYS

1601 Paid Holidays

For employees, the following days shall be observed as holidays without loss of pay to the employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday (1 st Monday in August)	Boxing Day
Louis Riel Day	

and any other day or days so proclaimed as a statutory holiday by the Federal authorities. When any of the above holidays, with the exception of Remembrance Day, falls on a Saturday or Sunday, the Board shall designate another working day(s), whether the preceding Friday or the following Monday, to be observed as the holiday or holidays in lieu thereof. In addition, there will be one other paid holiday designated by the Day Care.

1602 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holiday shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the

rate of time and one-half plus another day off with pay, in lieu of holiday pay, at a time designated by the employee.

1603 Rest and Relaxation

An employee shall earn rest and relaxation days based on years of service where one (1) year is based on a calendar year. The annual entitlement and the frequency that these days are to be taken are as per the following:

After 2 years	1 RR Day	
After 4 years	3 RR Days	Taken every 4 months
After 6 years	4 RR Days	Taken every 3 months

Scheduling of these days will be at the discretion of the Director. The employee cannot take more than two (2) days at one time and no more than two (2) employees can be away at the same period unless authorized by the Director. These days are not earned during any period of leave and entitlement will be prorated accordingly.

1604 Staff Meetings

Employees required to attend staff meetings on a regular basis shall be granted eight (8) hours time off with pay per year to be taken at a mutually agreeable time. All employees may be asked to attend at least two staff meetings per year without expectation of compensation.

ARTICLE 17 – VACATIONS

1701 An employee shall be eligible for a vacation with pay as follows:

	Yearly
In the 1 st year to 2 nd year of service	2 Weeks
In the 3 rd year to 4 th year of service	3 Weeks
In the 5 th year to 10 th year of service	4 Weeks
In the 11 th year to 19 th year of service	5 Weeks
In the 20 th year to termination	6 Weeks

The vacation year shall be from the 1st day of April in the one year to the 31st day of March in the next year. Summer vacation (May 1st to September 1st) preference will be granted on a seniority basis up to and including the 1st of April, after which preference will be granted on a first come, first served basis.

Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by December 1st of each year on a first come first serve basis. Any vacation entitlement not requested by December 1st may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later than November

15th of each year, in a prominent area indicating the need for employees to request the scheduling of their remaining vacation.

By mutual agreement, an employee will be able to carry one (1) week of vacation for use in the next vacation year.

1702 Compensation for Holidays Falling Within Vacation Schedule

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

1703 Vacation Pay on Termination

Vacation entitlement owing will be paid out on termination.

1704 Approved Leave of Absence During Vacation

In the event of bereavement, bed rest or hospitalization for three (3) or more days, during his/her vacation, bereavement/sick leave may be substituted for vacation leave. For sick leave usage the employee must provide a medical certificate attesting to the fact that hospitalization or bed-rest was necessary and indicating the time period involved. In the event that the employee is involved in an accident as a result of working an outside paid job, he/she will not be eligible for such sick leave substitution.

1705 All employees will be granted one (1) extra vacation day to be taken between the period of December 15th to January 7th.

1706 Vacation days shall be taken in one-half (½) day increments.

ARTICLE 18 – SICK LEAVE

1801 Sick Leave Defined

An employee shall be entitled to and shall receive sick leave without loss of pay only where the employee is unable to be at work and perform his/her regular duties as a result of personal illness or injury.

1802 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she is unable to carry out his/her duties due to illness. When abuse of sick time is suspected, the Employer may request a medical certificate.

1803 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for every month the employee is employed. Term employees will not qualify if their contract period is less than six (6) months in duration.

Employee has no monetary claim to sick time credits earned and the Employer will not at anytime pay out sick time earned other than in the case of illness.

1804 All sick leave credits shall accrue from year to year to a maximum of forty (40) days and shall be reduced only by the amount of sick leave used.

1805 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for actual time absent for sick leave.

1806 In the case of injury/illness of an employee's parent, dependent child under eighteen (18) years of age, spouse or significant other, where no one other than the employee can provide for their needs, the employee shall be entitled, after notifying his/her Director, to a maximum of six (6) days of accumulated sick leave per year.

1807 When reasonably possible, seventy-two (72) hours notice, exclusive of weekends, will be given for regularly scheduled medical appointments, i.e. annual physicals, regular check-ups, and specialist appointments.

1808 Accrued Sick Leave

The Employer shall maintain a list of sick leave credits for all employees covered by this Agreement, and shall forward a copy to the Union on or about April 1st of each year.

1809 Medical Appointments

Each employee shall be entitled, subject to Clause 1807, to use sick time credits up to four (4) regularly scheduled shifts per year. These sick time credits can be used in hourly increments. They may be used for the following reasons:

- (a) personal medical or specialist appointments; or
- (b) medical or specialist appointments for the employee's dependent child under eighteen (18) years of age; or
- (c) Medical or specialist appointment for spouse or significant other when other caregivers are not available.

Employees will, where possible, schedule appointments outside of work hours or at the beginning or end of their shift schedule or in conjunction with work breaks.

ARTICLE 19 – LEAVE OF ABSENCE

1901 General Leave

An employee shall be entitled to leave of absence for up to one (1) month without pay and without loss of seniority or benefits when he/she requests such leave for good and sufficient cause. An employee shall be entitled to a leave of absence in excess of one (1) month without pay or benefits when he/she requests such leave for good and sufficient cause. Seniority will not be lost but will not accrue during the leave. Such requests shall be in writing and approved by the Employer. For educational purposes for advancement in the child care field and upon successful completion of the course, seniority will be accrued for periods of up to six (6) months.

1902 Paid Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, wife, husband, common-law spouse, fiancé, brother, sister, child, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild. **An employee shall be granted one (1) regularly scheduled consecutive work day without loss of salary or wages in the case of death of an aunt, uncle, niece or nephew.** An employee shall be granted one (1) day per year mourner's leave with pay for a close non-family member.

Upon special request, when able to be accommodated, an employee may split the days of their paid bereavement leave in order to attend the actual burial if the burial takes place at a later date.

1903 Service Requirements for Maternity Leave/Parental Leave

A pregnant employee shall qualify for an unpaid maternity leave after completion of seven (7) consecutive months of employment. Parental leaves are subject to the same service requirements. The Employer requires at least four (4) weeks' notice prior to the commencement date specified in the employees written leave request.

1904 Parental Leave

Up to thirty-seven (37) weeks of Parental leave is available to both male and female employees upon a child's birth or adoption. A pregnant female's parental leave must follow immediately after her maternity leave is completed. Fathers and adoptive parents must commence the leave within **fifty-two (52) weeks** of their child's birth or the date their child comes into custody.

1905 Length of Maternity Leave/Parental Leave

An employee who qualifies shall be granted a period of seventeen (17) weeks maternity leave. The leave period may be extended by an additional thirty-five (35) weeks unpaid parental leave. The Employer requires notice of parental leave be given in conjunction with the original maternity leave request.

1906 Seniority Status during Maternity Leave/Parental Leave

While on maternity and/or parental leave an employee shall retain her full employment status. Sick leave, rest and relaxation and vacation benefits will not accrue. However, the period of maternity/parental leave will count as service towards eligibility for long term vacation entitlement, rest and relaxation days and seniority.

1907 Employee Benefits during Maternity Leave/Parental Leave

An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.

During the period of maternity and/or parental leave an employee may continue membership in the group insurance plan by paying both Employer and employee monthly premiums based on **one hundred percent (100%)** salary subject to the provisions of the benefit plan.

1908 Procedure upon Return from Maternity Leave/Parental Leave

An employee may end her parental leave earlier than thirty-seven (37) weeks by giving the Employer written notice of at least two (2) weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or parental leave, the employee shall be placed in her former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions of 1901 above will apply.

1909 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write approved examinations to improve qualifications in the service.

Employees who are required to attend conference, seminars, lectures, etc., on their own time in order to comply with Article 3001, shall be granted equivalent time off at a mutually agreed time.

1910 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, attend Executive and committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organization with which the Union is affiliated shall be allowed leave of absence without pay but without loss of benefits.

1911 Those employees who are unable to attend work because of inclement weather will be entitled to use vacation days or Rest and Relaxation days.

1912 Civic Duty Leave

An employee called for jury duty or as a witness in court is allowed time off with pay during the period of his/her duty.

The employee's remuneration for such duty from the courts shall be payable to the centre by the employee.

1913 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued; or
 - (B) if the leave was begun before the certificate was issued, the day the leave began; and

- (ii) the family member requires the care or support of one or more family members.
- (f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, child, stepchild, parent, parent's spouse or common-law partner, same-sex partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours notice.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 1902 of the Collective Agreement.
- (k) Notwithstanding all of the above, any existing provision in the Collective Agreement which provides superior coverage to an employee with regard to leave for illness in the family shall prevail.

ARTICLE 20 – WORKERS' COMPENSATION PAY SUPPLEMENT

2001 When an employee sustains an injury in the course of his/her duties which is covered by Workers' Compensation and is required to be absent from work, he/she shall be paid his/ her regular salary and the Day Care shall receive the amount paid under Workers' Compensation to a maximum of sixty-five (65) days. Following this the employee will then receive the Workers' Compensation directly and/or disability benefits, if applicable, but no pay from the Day Care. Sick leave credits will not be reduced.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCE

2101 Pay Periods

Pay periods shall be every two (2) weeks.

ARTICLE 22 – GENERAL CONDITIONS

2201 Ratio

Normally, the teacher-child ratio shall be 1 - 8.

2202 Plural and Masculine Terms May Apply

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

2203 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and 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.

ARTICLE 23 – CONTRACTING OUT

2301 No employee shall be laid off or terminated due to the contracting, subcontracting, transferring out of work by the Employer to non-unit employees.

ARTICLE 24 – DURATION

2401 This agreement shall be binding and remain in effect from May 1, 2017 to April 30, 2020 and shall continue from year to year thereafter. Either party to this Agreement desiring to terminate or negotiate a new agreement shall give notice to the other party in writing at least sixty (60) days prior to the expiration date (April 30, 2020) of this agreement.

2402 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

2403 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of **thirty (30)** and **ninety (90)** days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

2404 Retroactivity

All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

2405 Agreement to Continue in Force

Where such notice requests revision only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and the bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and, if negotiations extend beyond the anniversary date of the agreement any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

ARTICLE 25 – DISCHARGE, SUSPENSION AND WARNINGS

2501 An employee shall not be suspended or dismissed without observance of the following steps, except as set forth in subclause 4 hereof:

- (a) The word “problem” where used in this article shall be deemed to refer to an employee’s performance in his or her job.
- (b) The person designated by the Board shall meet with the employee for the purpose of discussion and resolution of the problem.
- (c) If the problem is not resolved as a result of clause (b), then a letter of warning shall be sent to the employee specifying the area of concern and the remedial action expected to be taken by that employee. If an employee has failed to improve within the time limits as set forth in the said letter to the satisfaction of the person designated by the Board, the employee will be dismissed without further notice. The time limits set forth shall be a minimum of one pay period.

2502 Such employee shall be advised promptly in writing of the reason for discipline, suspension or dismissal, with a copy being sent to the Union Representative or designate.

2503 Any dismissal for just cause shall be confirmed in writing.

2504 The Employer may dismiss an employee without conforming with the procedures set forth in the above clauses, where the employee is guilty of dishonesty or serious misconduct incompatible with his or her duties.

- 2505 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.
- 2506 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.
- 2507 There shall be one (1) personnel file maintained by the Employer for each employee.
- 2508 The record for an employee shall not be used against her at any time after twelve (12) months following any disciplinary action, including letters of reprimand or any adverse reports, providing no additional adverse reports are written within the twelve (12) month period.
- 2509 Notwithstanding Article 2508, disciplinary measures imposed by Provincial Child Care Regulations and/or the *Vulnerable Persons Act* shall not be subject to the twenty-four (24) month period.
- 2510 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

ARTICLE 26 – PLACEMENT OF EMPLOYEES ON SCALE

- 2601 Employees shall be placed on the wage scale according to previous work related experience based on the following:

Less than 1 year experience	Start rate
1 year experience	1 year rate
2 years experience	2 year rate
3 years and over	3 year rate

- 2602 One (1) year experience shall mean a minimum of **two thousand eighty (2,080)** hours of work-related experience in the previous twelve-month period.

ARTICLE 27 – MANITOBA CHILD CARE ASSOCIATION DUES

2701 The Manitoba Child Care Association membership dues for each **ECE and CCA in training** will be paid by BU Early Learning Centre Inc.

ARTICLE 28 – GROUP INSURANCE

2801 Employer agrees to pay one hundred percent (100%) of the single group coverage for all permanent employees who meet the requirements - minimum of twenty (20) hours per week.

ARTICLE 29 – REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

2901 Employees required to use their own vehicle on Employer business will receive **forty cents (40¢)** per kilometre travelled.

ARTICLE 30 – PROFESSIONAL DEVELOPMENT

3001 All employees (with the exception of the Cook) are required to attend a minimum of one (1) workshop relevant to the child care field annually. This can include personal development (i.e., team building, communication, professionalism in the workplace, etc.).

CPR and First Aid must be current and kept up to date. Registration costs for CPR and First Aid course to be covered by the Employer; however, time off in lieu of course time will not be granted.

The Cook will be required, at a minimum, to attend and keep current the Manitoba Food Safe Certification, cost of which will be covered by the Employer.

3002 Employees wishing reimbursement to attend work-related courses or seminars other than as specified under 3001 of the collective agreement will submit such requests to the Board for consideration.

ARTICLE 31 – LABOUR-MANAGEMENT MEETINGS

3101 The Labour Management Committee shall deal with such matters of mutual concern as may arise from time to time in the workplace. This Committee shall be composed of equal representation from the Employer and the Union with the total committee representation not to exceed six (6) members. Additionally, the Union committee may have a representative from the Canadian Union of Public Employees.

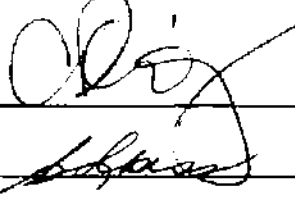
The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.

ARTICLE 32 – PENSION BENEFITS

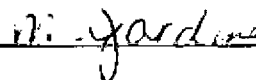
- 3201 Permanent employees who have successfully completed a three (3) month probationary period will contribute four (4%) percent to a Provincial pension initiative. The pension is with Great West Life Retirement Services. The four percent (4%) will be matched by the Employer as long as the Province of Manitoba continues to reimburse the Employer's portion. All employees hired after December 1, 2010 must join the plan within twenty-four (24) months of their hiring date.
- 3202 Employees will receive fifty (50%) percent reimbursement of their employee pension contributions, up to two (2%) percent of their gross salary for a period of two (2) years paid by the Manitoba Government. The period will start on October 1, 2011 and cease in two (2) years, as advised by Manitoba Early Learning and Child Care. The reimbursement will be recorded and distributed bi-weekly with each eligible employee's regular pay cheque.

SIGNED this 11th day of April, 2019.

ON BEHALF OF THE EMPLOYER:
BU EARLY LEARNING CENTRE INC.



ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3060



SM/pnf cope491

APPENDIX "A"

Effective April 1, 2016						
Scale for Employees on Staff after March 31, 1986						
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>	<i>5 Years+</i>
Child Care Assistant	12.17	12.50	12.83	13.18	13.58	13.98
Child Care Assistant in Training	12.76	13.08	13.41	13.75	14.16	14.59
ECE II/III	16.56	16.88	17.21	17.52	17.86	18.20
Cook	12.20	12.54	12.88	13.18	13.44	
Cook with Experience/Training	13.45	13.78	14.12	14.46	14.89	15.34

- 2017 lump sum 1%**
- 2018 lump sum 2.5%**
- 2019 wage re-opener**

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

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LETTER OF UNDERSTANDING

BETWEEN

BU EARLY LEARNING CENTRE INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3060

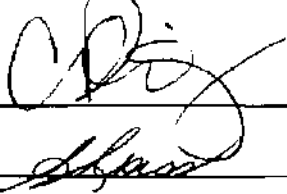
RE: GRANDFATHERING OF SENIORITY EARNED

It is hereby agreed by both parties that effective May 1, 2000 all seniority shall be earned on an hourly basis, with **two thousand eighty (2,080)** hours being equivalent to one (1) year. All seniority earned up to and including April 30, 2000 by all staff employed by the day care as of April 30, 2000 shall be considered earned and grandfathered. See Appendix "B" for seniority list as of April 30, 2000.

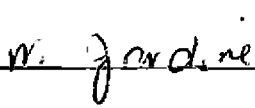
This letter is in recognition that all parties affected will not be negatively affected.

SIGNED this 11th day of April, 2019.

ON BEHALF OF THE EMPLOYER:
BU EARLY LEARNING CENTRE INC.



ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3060



SM/pnf cope491

LETTER OF UNDERSTANDING

BETWEEN

BU EARLY LEARNING CENTRE INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3060

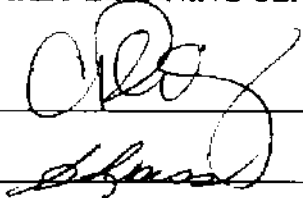
RE: INTEGRATED FACILITATOR POSITION

It is hereby agreed by both parties that the Integrated Facilitator position be removed from this contract in recognition of the fact that guaranteed funding and employment for the position is controlled by another source.


This letter of understanding will be effective for all Integrated Facilitators employed after May 1, 2000.

SIGNED this 11th day of April, 2019.

ON BEHALF OF THE EMPLOYER:
BU EARLY LEARNING CENTRE INC.



ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3060



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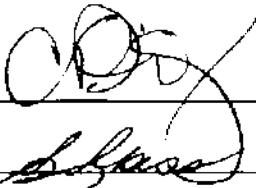
LETTER OF UNDERSTANDING
BETWEEN
BU EARLY LEARNING CENTRE INC.
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3060

RE: GRANDFATHERING OF EARNED 6th REST AND RELAXATION DAY

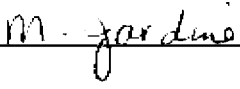
It is hereby agreed by both parties that employees with greater than five (5) years of service as of May 1, 2000 will continue to receive one (1) Rest and Relaxation day in addition to the four (4) Rest and Relaxation as per Article 1603. Employees with less than five (5) years of service as of May 1, 2000 will be subject to the terms of Article 1603.

SIGNED this 11th day of April, 2019.

ON BEHALF OF THE EMPLOYER:
BU EARLY LEARNING CENTRE INC.



ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3060



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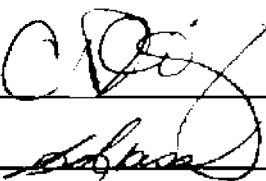
LETTER OF UNDERSTANDING
BETWEEN
BU EARLY LEARNING CENTRE INC.
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3060

RE: VARIATION ON HOURS OF WORK (ARTICLE 14)

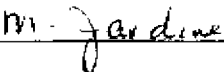
The parties agree to meet on at least an annual basis to discuss staffing requirements that may conflict with Article 14 – Hours of Work, where both parties can review and agree on shifts less than eight (8) hours.

SIGNED this 11th day of April, 2019.

ON BEHALF OF THE EMPLOYER:
BU EARLY LEARNING CENTRE INC.



ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3060



SM/pnf cope491

MEMORANDUM OF AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*

LOCAL 3060

AND

B.U. EARLY LEARNING CENTRE INC.

RE: WAGE REOPENER

This memorandum of Agreement between the parties constitutes final settlement of all outstanding bargaining issues with respect to the new Collective Agreement.

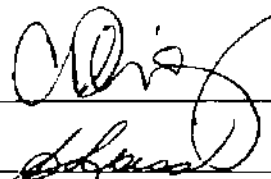
All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend, to their respective principals, acceptance of all terms and conditions herein.

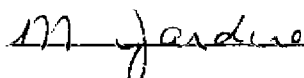
IN WITNESS WHEREOF the Parties hereto have fixed their signature hereto this

11th day of April, 2019.

ON BEHALF OF THE EMPLOYER:
B.U. EARLY LEARNING CENTRE INC.



ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3060



MEMORANDUM OF AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3060

AND

B.U. EARLY LEARNING CENTRE INC.

RE: WAGE REOPENER

Effective April 1, 2019						
Scale for Employees on Staff after March 31, 1986						
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>	<i>5 Years+</i>
Child Care Assistant	12.47	12.81	13.15	13.51	13.91	14.33
Child Care Assistant in Training	13.08	13.41	13.75	14.09	14.52	14.95
ECE II/III	16.97	17.30	17.64	17.96	18.31	18.66
Cook	12.51	12.85	13.20	13.51	13.78	
Cook with Experience/Training	13.79	14.12	14.47	14.82	15.27	15.72