

COLLECTIVE AGREEMENT

BETWEEN:

CUPE / *Canadian Union
of Public Employees*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3060**

- AND -

FUZZY BEARS INC.

TERM OF AGREEMENT:

SEPTEMBER 1, 2018 TO AUGUST 31, 2022

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A G R E E M E N T

BETWEEN:

FUZZY BEARS INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3060

ARTICLE 1 – PREAMBLE

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

- 1] To maintain harmonious relations and settled conditions of employment between the Employer and the Union.
- 2] To recognize the mutual value of joint discussions, negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3] To encourage efficiency in operation.
- 4] To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and
- 5] To maintain a high standard of care for children.

102 Where 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 Rights**

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 three (3) months with a positive evaluation from the date of hiring. **Employees will be coached and supported, striving to make the probationary period successful.** 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 at any time during the probationary period, without recourse to the Grievance Procedure, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date 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 Certificate MLB #3996 issued March 26, 1986 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

ARTICLE 5 – EMPLOYEE DEFINITION

501 Employees

This collective agreement is fully applicable to all full time, part time, and term employees. This contract is not applicable to casual/sub employees.

502 Definition of Employee

Full-time employee is an employee who regularly works the hours specified in Article 15.

Part time employee means an employee who normally works less than the full normal daily, weekly, or monthly hours of work as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

Term employee shall be hired for a specific time period or until completion of a particular project. Terms may be extended at the discretion of the Board. Term employees shall be deemed permanent after twenty-four (24) months of continuous service, where the need for the position is expected to continue on an ongoing basis.

Casual/Sub employee is one who is called in on an irregular and unscheduled basis to replace or supplement staff.

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.

504 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 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, lay-off, recall, discipline, classification, discharge, or otherwise by reason of ancestry nationality or national origin, ethnic background or origin, religion or creed or religious belief, religious association or religious activity, age, sex, including gender-determined characteristics such as pregnancy, gender-identity, **gender expression**, sexual orientation, marital or family status, source of income, political belief, political association or political activity, physical or mental disability, social disadvantage, nor by reason of his/her membership or activity in the Union, or any other reason.

602 Respectful Workplace

The Union and Employer agree that every employee and volunteer rightfully deserve a respectful workplace, free from harassment, discrimination, and bullying. Should any allegations come forward, the Employer will, in a timely manner, work to resolve the issue, ensuring the safety and dignity of the complainant. All such matters will be kept confidential. It is understood that should allegations come forward, the respondent does have the right to know who their accuser is and what they are being accused of. The complainant, the respondent, and any witnesses are entitled to union representation through the process of reporting and investigation. It will be encouraged that such issues be resolved between the individuals, but it is understood that at times this may seem impossible. The Union and the Employer will work all parties towards a respectful workplace for all.

ARTICLE 7 – UNION MEMBERSHIP AND DUES

701 Within thirty days of the signing of this agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union.

702 Check-Off Payments

The Employer shall deduct from every employee 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 bi-weekly 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 AGREEMENTS

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 articles dealing with Union Security and Dues Check-Off.

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 interview each new employee, **after they have had the opportunity to read the Collective Agreement in full**, 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. Staff/child ratio must be maintained and that due consideration be given to the Centre's necessary scheduling.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

901 Establishment of Committee

A Labour-Management Co-operation Committee shall be established consisting of equal representatives from the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of maximum service to the children.

902 Chairperson(s) of the Meeting

An Employer representative and a Union Representative shall be designated as joint Chairperson(s) and shall alternate in presiding over meetings. The Chairperson(s), by mutual consent, shall call all meetings. Employees shall not suffer any loss of pay for time spent with this Committee. Members of the Board should not suffer losses in terms of their daily job either.

903 Jurisdiction of Committee

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

ARTICLE 10 – COLLECTIVE BARGAINING

1001 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates 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.

1002 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.

1003 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.

1004 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 Fuzzy Bears Day Care Centre in order to investigate and assist in the settlement of a grievance.

ARTICLE 11 – GRIEVANCE AND ARBITRATION

1101 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.

1102 Definition of Grievance

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

1103 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.

1104 Selection of a Single Arbitrator

All referrals to arbitration shall be in writing with the name of a proposed arbitrator. Within five (5) days thereafter, the other party must answer whether they agree or not to the single arbitrator proposed. If the respondent does not agree to the proposed arbitrator, they must include in the same letter of response their choice for

single arbitrator. The selection of a single arbitrator must be agreeable to both parties.

1105 Expenses of the Arbitrator

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

1106 Time Limits

The time limits set out in the Grievance and Arbitration procedure (Article 1103) of this Collective Agreement may be extended, but only by written agreement of both parties.

ARTICLE 12 – SENIORITY AND STAFF CHANGES

1201 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit calculated from the date the employee last entered the service of the Employer. Seniority shall be used in determining preference or priority for promotions and vacancies (in candidates of equal skill value), transfers, demotions, lay-offs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining-unit-wide basis. The employer will supply the Union with an up-to-date seniority list in January of each year.

1202 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence until these absences exceed twenty-four (24) months. In the case of an authorized leave of absence, provided the employee has medical approval by their physician, they may be gainfully employed elsewhere and will not lose seniority rights until their absence exceeds twenty-four (24) months.

1203 Job Posting

When a position is vacated or a new position is created, the Director shall notify the Union and shall post notice of the position. Such postings shall state required qualifications, education, current or anticipated shifts, hours of work, pay scale and length of the posting.

1204 Length of Posting

All vacant positions that fall within the scope of this Collective Agreement shall be posted for **seven (7) calendar days, extended upon mutual agreement, internally and externally at the same time, with priority being given to any members of the bargaining unit. If no employee applies for the position, and/or is not qualified for the position, interviews of external candidates can commence.**

1205 The applicant with the greatest seniority who meets the minimum requirements for the job shall be awarded the position. It is understood that as part of the selection process each applicant for a position shall be given an interview by the Board. A letter of hire shall be sent to the successful applicant and copied to the Union.

1206 Trial Period

The successful applicant shall be notified within one week following the end of the posting period. He/she shall be placed on trial for a period of three months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three 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 job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

1207 Notification of Unsuccessful Applicants

The Board/**Director** shall notify all unsuccessful applicants that the position has been filled.

ARTICLE 13 – LAY-OFFS

1301 In the event of lay-off an employee shall be given two (2) weeks notice or two (2) weeks pay in lieu of notice.

1302 Employees shall be laid off in reverse order of their seniority.

1303 Employees shall be recalled to work in order of their seniority providing they can meet the minimum requirements of the job.

1304 Employees shall be notified by registered mail of their recall and shall be required to return to work **as soon as practically agreed upon, up to a maximum of two (2) weeks.**

1305 No new employees shall be hired until those laid off have been given the opportunity of recall.

ARTICLE 14 – JOB CLASSIFICATION AND RECLASSIFICATION

1401 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 descriptions unless the Union presents written objections within thirty (30) days. The Employer reserves the right to update any job descriptions annually.

1402 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement of the Union and the Employer.

1403 Changes in Classification

When the duties or volume of work in any classification are changed or increased or 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 become retroactive to the time the position was first filled by an employee.

ARTICLE 15 – HOURS OF WORK

1501 Standard Daily Hours

The normal work day shall not commence before 6:30 a.m. nor finish later than 5:30 p.m. The shift shall be eight (8) consecutive hours. Regular hours of work for full-time employees shall be seven and one-quarter (7¼) hours per day and thirty-six and one-quarter (36¼) hours per week. These hours exclude unpaid meal periods and include paid rest periods.

1502 Rest and Meal Periods

Employees shall be permitted breaks as follows:

Number of Hours Worked	Total Time Allotted in Breaks	Paid Rest Break	Unpaid Meal Break
Less than 4	None		
4	15 minutes	15 minutes	None
5	30 minutes	25 minutes	5 minutes
6	45 minutes	25 minutes	20 minutes
7	60 minutes	25 minutes	35 minutes
8	70 minutes	25 minutes	45 minutes

An employee required to work through their break shall receive equivalent time off at straight time.

1503 Additional Hours

Additional hours shall be first offered to part-time employees based on seniority and availability.

ARTICLE 16 – OVERTIME

1601 Overtime Defined

All time worked beyond the normal work week or work day as defined in Article 1501 shall be considered as overtime.

1602 Compensation for Work After Regular Scheduled Hours

Time worked over seven and one-quarter (7¼) hours per day or thirty-six and one-quarter (36¼) hours per week shall be paid at the rate of time and one-half (1½).

Staff attending staff meetings beyond the normal work day will be considered at one and one-half (1½x) times their normal rate of pay.

The employee has the option of receiving time off in lieu of overtime pay. The Director or Assistant Director must approve all overtime and use of banked overtime.

1603 Payment of Overtime

When an employee is required to work overtime, **they** may elect to receive time off instead of payment at a mutually agreed time. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated under Article 1602.

Banked overtime hours shall not exceed two regular shifts. Overtime accrued over allowed bank of two shifts shall be paid out. At the discretion of the Director, employees may be allowed to utilize overtime prior to working same, up to the maximum of one regular shift.

1604 Employees required to work beyond their normal work day for Program Development will be paid four and one half (4½) hours per occasion as overtime.

ARTICLE 17 – HOLIDAYS

1701 Paid Holidays

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

- | | |
|-----------------|--------------------------------------|
| New Year's Day | Louis Riel Day |
| Good Friday | Victoria Day |
| Canada Day | Civic Holiday (1st Monday in August) |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Eve Day |
| Christmas Day | Boxing 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 Employer 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. When Remembrance Day falls on a Saturday or Sunday another day off with pay will be granted in lieu thereof to be taken as a float holiday on a mutually agreed day, or if not taken by December 31st will be paid out.

Should an employee practice a faith or be part of a culture that celebrates other days than those listed they shall be granted time off with notice to the Employer.

1702 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays 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 Employer.

ARTICLE 18 – VACATIONS

1801 Annual vacation shall be earned during the period between January 1st and December 31st. Earned vacation is eligible to be taken in the following year.

1802 An employee shall be entitled to paid vacation calculated on the following basis:

Years of Service	Yearly	Monthly
1 st year of service	10 working days	0.83 days
Commencing in 2 nd year	15 working days	1.25 days
Commencing in 6 th year	20 working days	1.67 days
Commencing in 11 th year	25 working days	2.08 days
Commencing in 16 th year	30 working days	2.5 days

All employees are expected to take a minimum of one-half (1/2) of their vacation entitlement during summer months. Summer months are defined as May 1st to August 31st of each year.

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

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

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

1803 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 days paid vacation.

1804 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year, before he/she had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation based on entitlement, i.e. 4% for one (1) year of service and all term positions, 6% from two to six (2 – 6) years of service, and 8% for seven (7) and above years of service.

1805 If an employee is hospitalized due to accident or illness while on scheduled vacation, that employee may utilize sick leave to cover the period of hospitalization and/or post hospitalization period stated in a doctor's certificate. Displaced vacation shall then be rescheduled.

1806 Employees may be allowed to carry over a maximum of two (2) weeks vacation due to special circumstances. Requests for carry-over shall be submitted in writing for **Director** approval. Permission will not be unreasonably withheld. Any additional earned vacation time that is not taken or carried over with **Director** approval, will be paid out on or before December 31st of the year in which it applies.

1807 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.

1808 Granting of Vacation

- (a) Employees shall be informed of their vacation entitlement as per Article 1802 no later than **November 1st** of each year.
- (b) Employees shall **request their vacation for the period of January 1st – December 31st no later than November 15th of the prior year.**
- (c) Vacation requests submitted **by the above deadlines will be granted based on seniority.**

- (d) Vacation requests **submitted after the above deadlines will be granted on a first-come-first-serve basis.**
- (e) Staff are required to book fifty (50%) percent of their vacation time from May 1st to September 1st.
- (f) **The Employer will notify you of approved vacation days no later than December 15th for the upcoming January 1st – December 31st period.**
- (g) **Approved vacations will not be rescheduled except on the application by the employee insofar as such change does not affect Centre operations or disrupt any other employee's scheduled vacation.**

ARTICLE 19 – SICK LEAVE

1901 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a **medical practitioner**.

1902 Proof of Illness

In the case of suspected abuse an employee may be required to produce a certificate from a medical practitioner for any illness. Employees shall produce a certificate for any illness in excess of three (3) days **at the request of the Director**.

1903 Annual Paid Sick Leave

Full time employees shall accumulate eighteen (18) days sick leave per year at the rate of one and one-half (1½) days for every month the employee is employed.

Part-time employees shall accumulate income protection credits on a pro-rata basis, in accordance with this formula:

<u>Hours Paid at Regular Rate of Pay</u>	X	Entitlement of a Full
Full-Time Hours		Time Employee

Term employees to accrue one-half (½) day per month.

- 1904 All sick leave credits shall accrue from year to year and shall be reduced only by the amount of sick leave used. Sick leave will be capped at fifty (50) days.

1905 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for days absent for sick leave. The amount of sick leave deducted shall be based on the actual amount of time an employee is absent from work in terms of days, hours, or minutes.

1906 In the case of illness of a family member where no one other than the employee can provide for their needs, the employee shall be entitled, after notifying his/her Director, to use accumulated sick leave days per calendar year for this purpose. No more than four (4) consecutive days will be granted. Article 1902 may be applied. The family shall be defined as a **parent, sibling, former legal guardian**, spouse (including common-law) child, stepchild or any other family member for whom the employee has sole responsibility.

ARTICLE 20 – LEAVE OF ABSENCE

2001 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

2002 Paid Bereavement Leave

(a) In the loss of a family member, an employee shall be granted up to five (5) regularly scheduled consecutive days leave without loss of pay and benefits. Further bereavement leave will be taken without pay.

A family member is considered to be a:

- 1) Spouse or common-law partner of an employee.
- 2) Child of the employee or a child of the employee's spouse or common-law partner.
- 3) Parent of the employee or parent of the employee's spouse or common-law partner.
- 4) Sibling of the employee or the sibling of the employee's spouse or common-law partner.
- 5) Grandparent of the employee or the grandparent of the employee's spouse or common-law partner.
- 6) Former legal guardian.

- 7) Any other relative who has been residing in the same household.
- 8) Fiancé.

Unless other arrangements are made, such days can only be taken in the period which extends from the date of death up to and including the day following funeral proceedings. Bereavement Leave may be extended up to two (2) additional days without loss of pay or benefits where burial occurs outside a 300 km radius of Brandon. One (1) Bereavement Leave day may be retained to use in the case where actual interment or cremation is at a later date.

- (b) In the loss of **a sibling of a parent**, an employee shall be granted up to one (1) regularly scheduled day of leave without loss of pay and benefits. Bereavement leave may be extended up to two (2) additional days without loss of pay or benefits where burial occurs outside of 300 km. radius of Brandon.

2003 Service Requirements for Maternity Leave

An employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy subject to her ability to carry on the necessary functions of employment.

2004 Length of Maternity Leave

A pregnant employee shall qualify for Maternity Leave of seventeen (17) weeks and Parental Leave of up to **sixty-seven (67)** weeks without pay, subject to the following conditions:

- (a) The employee is the natural mother of a child.
- (b) An employee must have completed **seven (7)** months of continuous employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (c) The employee shall provide the Employer with a certificate of a duly qualified medical practitioner (doctor or midwife) certifying that she is pregnant and specifying the estimated date of delivery.
- (d) A written request must be submitted not later than the end of the twenty-eighth (28th) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (e) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiration of the Maternity Leave without a return to work unless otherwise approved by the

Employer.

- (f) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits (sick leave) before the period covered by Employment Insurance.

A part-time employee may choose to receive Income Protection credits (sick leave) similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two weeks.

Should the employee not return to work following her Maternity and/or Parental Leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted under 2004 (f), the employee shall compensate the employer for the balance of the outstanding days at the time of termination.

2005 Parental Leave – Paternity

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

- (a) He becomes the natural father of a child and assumes actual care and custody of his child.
- (b) He has completed **seven (7)** of continuous employment as of the date of the intended leave.
- (c) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental Leave must be completed no later than **eighteen (18) months after** the birth of the child or the date on which the child came into the actual care and custody of the employee.

2006 Parental Leave – Adoption

An employee shall receive Parental Leave without pay 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 of Manitoba.
- (b) An employee may commence Adoption Leave upon one (1) day's 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 months of continuous employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first (1st) anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

2007 An employee may end her Maternity Leave earlier than seventeen (17) weeks or **their** Parental Leave earlier than **sixty-three (63)** weeks by giving the Employer written notice at least two weeks, or one 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.

2008 Seniority Status During Maternity Leave

While on Maternity Leave, an employee shall retain her full employment status.

2009 Employer Payment for Employee Benefits During Maternity Leave

If the Employee desires to continue with her benefits during the period of Maternity and/or Parental Leave, the employee may advance the Employer a lump sum of money to be left in trust to pay group life insurance and other owed dues. The Employer shall continue to pay the Group Life Insurance and other dues owed by the employee out of the lump sum payment left for that express purpose.

2010 Compassionate Care Leave

An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling 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) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

- 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- 2) the family member requires the care or support of one or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this article shall be defined as:
- 1) a spouse or common-law partner of the employee;
 - 2) a child of the employee or a child of the employee's spouse
or
common-law partner;
 - 3) a parent of the employee or a spouse or common-law partner of the parent;
 - 4) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated Income Protection credits (sick leave) before the period covered by Employment Insurance.
- A part-time employee may choose to receive Income Protection credits (sick leave) similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks.
- Should the employee not return to work following her Compassionate Care Leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted under 2010(g), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination.
- (h) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 2002.

2011 Education Leave

All approved educational leave of absences shall accrue seniority.

2012 The Employer shall pay in advance for any relevant course (approved by the Board of Directors) an employee may wish to take at a recognized institution provided the course taken pertains to the employee's job and as the budget of the Centre allows.

2013 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits such as sick leave and vacations shall be allowed for employees to attend Executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organization with which the Union is affiliated. The Union shall reimburse the Employer for all employee costs associated with the leave within two weeks of receipt of a bill from the Employer.

2014 Leave of Absence for Full Time Union or Public Duties

- a) 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 and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during **their** first term of office.
- c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority, and without pay, for a period of one year. Such leave shall be renewed each year, on request, during his term of office. Such employee shall receive his pay and benefits as provided for in this agreement but the Union shall reimburse the Employer for pay and benefits during the period of absence payable within the same pay period.

2015 Jury Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment

shall be considered as time worked at the appropriate rate of pay.

ARTICLE 21 – WORKERS COMPENSATION PAY SUPPLEMENT

2101 When an employee sustains an injury in the course of his or her duties which is covered by Workers Compensation and is required to be absent from work, he/she shall be paid his or her regular salary and the Day Care shall receive the amount paid under Workers Compensation to a maximum of one hundred and eighty (180) calendar days, such supplement to be deducted from the employees accumulated sick leave. Following this, the employee will then receive the Workers Compensation directly and/or disability benefits, if applicable, but no pay from the Day Care.

ARTICLE 22 – RESPONSIBILITY PAY

2201 In the absence of the Director and **Floor Supervisor** when an employee is designated to cover the positions, **they** shall be paid an additional seventy-five cents (75¢) per hour, or at the step in the higher classification, whichever is greater. Responsibility Pay shall commence on the second day. At no time will the hourly rate exceed the hourly rate of the positions to which **they are** assigned.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

2301 Pay Periods

Pay periods shall be bi-weekly.

2302 New employees hired into a permanent position shall be placed on scale after successful completion of the probationary period as follows:

	Level 1	Level 2	Level 3	Level 4
1 year in previous 5 years	XX			
2 years in previous 5 years		XX		
3 years in previous 5 years			XX	
4 years in previous 5 years				XX

23.03 The Employer shall provide a monthly statement to all employees indicating the accrual of vacation, sick leave, overtime and all usage.

ARTICLE 24 – GENERAL CONDITIONS

2401 Ratio

Normally, the teacher-child ratio shall be:

- Infants under 2 years old 1:4
- Preschool Centre 1:8
- School Age Centre 1:15

2402 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.

2403 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.

2404 First Aide Courses

New employees not possessing the First Aide Course upon hiring will be required to obtain same at their own expense during the probationary period as a condition of continued employment. The Employer will reimburse existing employees for the cost of the Refresher First Aide Course and the Re-Certification First Aide Course.

If an employee leaves within six (6) months of being reimbursed for the First Aide Course, the cost of the course will be deducted from the employee's final pay.

2405 Meals While Travelling

Upon the submission of receipts and where meals are not provided, staff shall be reimbursed a meal allowance while at seminars, conferences or other work-related functions as follows:

Breakfast	-	\$10.00
Lunch	-	\$15.00
Supper	-	\$20.00
Per Diem	-	\$45.00

2406 Gas Mileage

Gas while on Centre business will be reimbursed at the rate of **fifty-four cents (54¢)** per kilometre **for the first five thousand (5,000) kilometres driven and fifty-two cents**

(52¢) per kilometre driven after that, provided discretion is used and that record of car used, date, purpose, start and finish mileage is logged accurately.

Gas when travelling to seminars, conferences and other functions that are held out of the City shall be paid as per actual gas receipts.

2407 Inclement Weather

In the event of road closures by the RCMP due to inclement weather, employees will be entitled to use a maximum of two (2) days of their sick leave per year to cover off their absence.

ARTICLE 25 – CONTRACTING OUT

2501 No employee shall be laid off or terminated due to the contracting, sub-contracting, transferring out of work by the Employer to non-unit employees.

ARTICLE 26 – PRESENT BENEFITS

2601 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement. Example of this would be for beverages (i.e., coffee, tea, and hot chocolate) to be supplied while on duty.

2602 After successful completion of the initial three (3) month probation period:

Full-time employees will be entitled to the benefits of this Collective Agreement and all other benefits, such as Group Insurance, R.R.S.P., and sick leave.

Part-time employees will be entitled to the benefits of the Collective Agreement, Group Insurance, R.R.S.P., and sick leave as long as they work four (4) or more hours per day.

Term employees are entitled to Group Insurance and R.R.S.P. after one (1) year of service and providing they work four (4) hours or more per day.

2603 Group Insurance

The Employer agrees to provide group insurance for all permanent full time employees. The Employer will pay fifty (50%) percent of benefits for either basic or full coverage. Participation in the plan will be compulsory for all employees.

2604 If the Employer is granted an EI premium reduction, the employee's portion of this reduction will go towards the Employer's half of each employee's Group Insurance premium.

ARTICLE 27 – DURATION

2701 This Agreement shall be binding and remain in effect from September 1, **2018** to August 31, **2022**.

2702 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.

2703 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of 30 and 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.

2704 Retroactivity

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

2705 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 28 – INDIVIDUAL R.R.S.P.

2801 The Employer will pay one and a half percent (1.5%) of each employees monthly wage into the employees individual R.R.S.P. Payment will commence upon successful

completion of the probationary period (Article 301).

2802 In the sixth (6th) year of service, the Employer will contribute an additional one-half percent (½%) of the employee's basic wage to their R.R.S.P. This shall be non-compounding. Employer R.R.S.P. contributions are paid on the employee bi-weekly pay cheques.

ARTICLE 29 – DISCHARGE, SUSPENSION AND WARNINGS

2901 The Employer and the Union adopt the principle of progressive discipline. Depending upon the circumstances the following steps may normally be followed where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause. She/He may:

- (a) Verbal warning;
- (b) In writing reprimand the employee;
- (c) Suspend the employee with or without pay;
- (d) Recommend dismissal of the employee to the Board.

2902 If an employee so requests the Union will be given a copy of the formal warning in writing.

2903 Any dismissal for just cause shall be confirmed in writing.

2904 The Employer may dismiss an employee without conforming to the procedures set forth in the above clauses, where the employee is guilty of dishonest or serious misconduct incompatible with his or her duties.

2905 The employee, within twenty-four (24) hours' notice, shall have the right to have access to and review their personnel record. The employee shall be accompanied by Management. There shall be only one recognized personnel file.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure as per Article 1103 and the eventual resolution thereof shall become part of the employee record.

An employee shall have the right to copies of any material contained in their personnel file.

2906 Employees may terminate their employment by giving two (2) weeks' written notice to the Employer, signed and dated.

ARTICLE 30 – REST AND RELAXATION

3001 Staff are informed in January of their Rest and Relaxation entitlement for the upcoming calendar year.

All full-time employees shall be granted two (2) days off with pay following two (2) years of service, four (4) days off with four (4) years of service, six (6) days off with six (6) years of service based on the calendar year. These are to be taken at the Director's discretion. Employees will be allowed to take two (2) days at one time and only one employee will be allowed to be away on each occasion.

A rest and relaxation day is defined as a mental health day for the employee and is not to be used as holidays or combined with vacation.

These days are not to be accumulated and are to be taken in the year earned. Rest and Relaxation requests will be granted on a first-come-first-serve basis. Days will not be paid out upon termination, voluntary or otherwise.

Rest and Relaxation Days that have been taken prior to earning same shall be deducted from the employee's final pay.

Employees on staff as of September 1, 2002 are to be grandfathered.

Part-time permanent employees working between three-quarter time (3/4) and full-time and who have worked one thousand five hundred and sixty hours (1,560) or more in the previous year shall be entitled to the above benefit on a pro rata basis.

Term employees are not entitled to Rest and Relaxation days.

ARTICLE 31 – ABUSIVE CHILDREN

3101 The Employer agrees to make available, follow and abide by the existing "Child Protection and Child Abuse Manual – A Protocol for Early Childhood Educators" as provided by **the Department of Families**.

ARTICLE 32 – EMPLOYEE REPRESENTATION ON BOARD

3201 Employee representation to the Board shall be permitted but with voice, no vote, and no cost to the Day Care.

ARTICLE 33 – CONFERENCES, SEMINARS, WORKSHOPS, EDUCATION LEAVE / PRACTICUMS

3301 The Employer recognizes the importance of maintaining and promoting ongoing professional competency in its employees. The Employer also recognizes the recommendation by the Manitoba Child Care Association whereby employees in centre-based care (the Phase Five Salary Guidelines) are to complete twenty four (24) hours of professional development each year. Fees for the annual MCCA membership deducted from each employee's pay will cease effective December 31, 2015.

3302 Professional Development

- (a) Professional development is defined as any opportunity that will allow the employee to learn new skills, enhance existing skills and competence, improve self-confidence or develop a network of professional support. Methods of attaining professional development may include:
 - Conferences, seminars or workshops,
 - Certificate courses (**ECE2, ECE3**),
 - In-services or presentations,
 - Written resource material,
 - On-line resource material
 - Webinar, or
 - Mentoring (ACC Students)
- (b) Each employee may claim up to two hundred (\$200.00) dollars per calendar year for professional development. Balances of unclaimed funding are not transferable. They shall not be carried over from one calendar year to the next.
- (c) Employees shall apply for government funding prior to requesting reimbursement from the employer. Funding shall be considered for approval to compensate employees for tuition, books, etc. Employees are required to provide receipts.
- (d) In consultation with the Employee, the Director will be responsible for determining the relevance and applicability of professional development requests. The Employee shall submit a written request for approval prior to registration. Should there be any conflicts, the Board will make the final decision.
- (e) Professional development hours will be documented by the Director.
- (f) The employee shall provide a copy of any documentation (e.g., certificate) that specifies the number of allotted professional development hours attained, when applicable.
- (g) Funding for Refresher CPR and/or Re-Certification First Aide Courses for existing employees shall be considered separate and shall not be deducted from this source of professional development funding. The hours can be used toward

the employee's professional development time.

- (h) Only one staff (on rotating basis) shall attend the annual MCCA Conference. The staff member will be given straight time off for attending on the weekend. This time is to be taken at a mutually agreeable time between the Employer and the employee.
- (i) If staff attends a seminar or workshop other than the MCCA Conference, professional development time can be claimed. However, this time is unpaid.
- (j) Entitlement to attend a conference, seminar, or workshop shall be on a rotating basis where possible.
- (k) If a professional development opportunity pertains to a specific child's needs, the primary employee of that group will be encouraged to attend. Under this circumstance, the employee will be paid for the day but given no additional time off for it.
- (l) Employees attending approved professional development opportunities shall present a summary of the information to the other staff. If presented in a formal setting, such as a staff meeting, the Employer shall consider the time as additional verifiable professional development time for all employees in attendance.

ARTICLE 34 – DOMESTIC VIOLENCE LEAVE

3401 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with violence or abuse in their personal life will be granted up to ten (10) days of paid leave per year, five (5) of which are paid. If the employee has sick days accrued, they are required to use their sick time for their five (5) paid days off. If the employee does not have any sick time accrued, they will be compensated no less than the wages he/she would normally earn for their regular hours of work. The 10 days of leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource personal may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

SIGNED this 30th day of SEPTEMBER, 2019.

**ON BEHALF OF THE EMPLOYER:
FUZZY BEARS INC.**

Colleen Smith

J Bell

Kelly Vance

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

Tanya Furukawa

April McDonald

AMc:pnf/cope491

APPENDIX A – EXCLUSIONS FROM THE TERMS OF THE AGREEMENT

The bargaining unit shall comprise all employees as defined in this Agreement except those employees in the positions of Director and **Floor Supervisor**.

AMc/pnf:cope491

SCHEDULE "A"

**Wage Increase - 2.0%
Effective September 1, 2018**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Long Service Step</u>
ECE II/III	\$16.23	\$16.71	\$17.21	\$17.73	\$18.28	Level 5 + 2.0%
CCA (in training)	\$12.10	\$12.27	\$12.65	\$13.03	\$13.42	
CCA (untrained)	Minimum wage	Level 1 +1.46%	Level 2 + 3.06%	Level 3 + 2.97%	Level 4 + 3.05%	

**Wage Increase - 2.5%
Effective September 1, 2019**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Long Service Step</u>
ECE II/III	\$16.63	\$17.73	\$17.64	\$18.17	\$18.74	Level 5 + 2.0%
CCA (in training)	\$12.40	\$12.58	\$12.96	\$13.35	\$13.76	
CCA (untrained)	Minimum wage	Level 1 +1.46%	Level 2 + 3.06%	Level 3 + 2.97%	Level 4 + 3.05%	

**Wage Increase - 1.5%
Effective September 1, 2020**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Long Service Step</u>
ECE II/III	\$16.88	\$17.38	\$17.90	\$18.44	\$19.02	Level 5 + 2.0%
CCA (in training)	\$12.59	\$12.77	\$13.16	\$13.55	\$13.97	
CCA (untrained)	Minimum wage	Level 1 +1.46%	Level 2 + 3.06%	Level 3 + 2.97%	Level 4 + 3.05%	

Year 4 (2021) – wage reopener

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.

Employees who meet the following criteria shall be eligible for the Long Service Step as follows:

1. Fifteen or more years (15+) of calendar service; and
2. The employee is at the maximum Step of their classification.

Employees who meet the above criteria shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined above.

AMc/pnf:cope491

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3060
AND
FUZZY BEARS INC.

RE: CHILD ABUSE REGISTRY CHECK

On an annual basis, employees will be required to provide an annual Child Abuse Registry check. The full cost of the check will be reimbursed to the employee by the Employer upon submission of a receipt.

SIGNED this 30th day of SEPTEMBER, 2019.

ON BEHALF OF THE EMPLOYER:
FUZZY BEARS INC.

Colleen Smith

[Signature]

Kelly Vince

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

[Signature]

[Signature]

AMc:pnf/cope491