

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 1543

- and -



Knox Day Nursery Inc.

Term of Agreement:
July 1, 2019 to June 30, 2021

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This Agreement made this 9th day of JULY, 2021.

between

Canadian Union of Public Employees, Local 1543
(hereinafter called the "Union")

party of the first part,

and

Knox Day Nursery Inc.
(hereinafter called the "Employer")

party of the second part.

PREAMBLE

Whereas it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, realizing that the first consideration is the welfare of the children of the facility,

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

101 "Employee" means a person who is employed by Knox Day Nursery Inc. within the scope of this Agreement.

102 "Substitute employee" means an employee who is employed on an irregular **basis and is scheduled weekly or on a call in basis** and is excluded from the bargaining unit. The terms of this Agreement shall not apply to such substitute employees.

103 "Full-time employee" means an employee who regularly works the full prescribed hours of work as per Article 1601.

104 "Part-time employee" means an employee who is scheduled to work less than the full prescribed hours of work on a regular and recurring basis.

105 A “temporary employee” shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the necessary qualifications and training to meet the requirements of the job in accordance with Article 1202.

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

106 **“Vacation Leave Coverage Employee”** will be defined as a **individual** who will be given a contract during **the four (4) busiest planned vacation months of the year** and the term will not run longer than the **four (4) months**. **Vacation Leave Coverage Employees** will not be covered by the Collective Agreement.

107 The term “Employer” shall mean Knox Day Nursery Inc.

108 The term “Union” shall mean the Canadian Union of Public Employees, Local 1543.

109 **Inclusion Support/Enhanced Funding Positions**

Inclusion support positions will terminate based on government funding. Funding may vary from part-time to full-time hours. Wages for this position will be in accordance with the funds provided by grants from Early Learning and Child Care. Termination date is reflective of funding. Effective termination date will reflect members last day covered by this Agreement.

Inclusion funding can be brought into the Centre by a third party not affiliated with Knox Day Nursery. Involvement of third-party inclusion support is not determined by Knox Day Nursery.

110 **Probation of Newly Hired Employees**

Newly hired employee(s) shall be on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to education leaves (the Employer can make an exception pursuant to Article 2109 and it may be with or without pay), and discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article 2, **arbitrary treatment, or bad faith**, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

111 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.

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. **In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with this Agreement as a whole.**

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 - RECOGNITION AND NEGOTIATIONS

301 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1543 as the sole and exclusive collective bargaining agency for all of its employees, covered by Certificate #MLB 2501 issued in 1973 and/or listed in Schedule "A" 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 differences that may arise between them.

302 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 mutually agreed upon by the parties.

303 Part-time and Temporary Employees

This Collective Agreement is fully applicable on a pro rata basis to all part-time and temporary employees unless otherwise specified.

304 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

- 401 (a) It is agreed that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, nor by reason of her membership or non membership or activity in the Union.
- (b) It is agreed that should a question arise regarding bona fide occupational qualifications; the parties will jointly apply to the Manitoba Human Rights Commission for an advisory opinion as provided for in the Manitoba *Human Rights Code*.

402 Respectful Workplace

- (a) The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination, bullying and harassment as defined in the *Human Rights Code* of Manitoba and further the Employer and the Union agree that there shall be no discrimination, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or discharge by reason of political affiliation or activity, race, creed, colour, religion, ancestry, sexual orientation, gender, marital or parental status, family relationships, place of residence, physical handicap age, physical appearance, non-violent criminal record, history of mental health problem/treatment, nor by reason of his/her membership or activity in the Union unless unusual circumstances (e.g. affirmative action/employment equity) require whereby mutual consent of the Employer and the Union shall be required. Any further prohibitions added to the *Human Rights Code* shall be deemed to be included in this provision.
- (b) The parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba *Workplace Safety and Health Act*.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

501 All Employees to be Members

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

ARTICLE 6 - CHECKOFF OF UNION DUES

601 Checkoff of Payments

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and owing by her to the Union. Such dues, initiations or assessments must conform with the Employer's payroll system.

602 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.

603 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of union dues paid by each Union member in the previous year.

604 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues, initiations or assessments so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

701 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 Checkoff.

702 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union Steward or Representative. The Steward or Representative will provide her with a copy of the Collective Agreement.

703 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes (at a reasonable time) during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - UNION MANAGEMENT COOPERATION COMMITTEE

801 Establishment of Committee

A Labour Management Cooperation 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. The Committee shall not exceed four (4) participants in total.

802 Chairperson of the Meeting

An Employer representative and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings. The Chairpersons, by mutual consent, shall call all meetings. Employees shall not suffer any loss of pay for time spent with this Committee.

803 Jurisdiction of Committee

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

804 Health and Safety Committee

A Health and Safety Committee shall be established as per the Manitoba *Health and Safety Act* consisting of equal representation from the Union and the Employer. The Committee shall not exceed four (4) participants in total. The purpose of this Committee is to deal with matters of health and safety concerning the children and employees which may arise from time to time, as well as to review the policy on abusive children and, if necessary, to propose changes to said policy as required. This Committee shall meet upon written request from either party to this agreement.

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS

901 Meeting of Committee

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than **twenty (20)** calendar days after the request has been given **or a future date that is mutually agreed upon by both parties.**

902 Time Off for Meeting

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 **the hours of operation of the centre** without loss of remuneration. The cost of a substitute teacher shall be borne by the Employer. **When substitute employees are not available, the meeting shall be scheduled at the beginning or end of an employees shift.**

903 Representative of the 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 Day Care in order to investigate and assist in the settlement of a grievance.

ARTICLE 10 - GRIEVANCE PROCEDURE

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 in 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

An earnest 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 Director.

Step 2

Failing satisfactory settlement within two (2) 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 one (1) calendar week of the first regularly scheduled Board meeting following receipt of the grievance. 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.

ARTICLE 11 - ARBITRATION

1101

Nomination of Arbitrator

- (a) When either party requests that a grievance be submitted to arbitration the request shall be made by **email** to the other party of the Agreement, indicating the name of its nominee as sole arbitrator. Within **fifteen (15) working** days thereafter, the other party shall answer by **email** indicating its agreement or disagreement.
- (b) **In the event of a failure to agree upon a sole arbitrator within fifteen (15) working days, the parties have agreed that the following arbitrators shall serve in rotation, namely:**
 - Mr. Blair Graham**
 - Ms. Kristin Gibson**
 - Mr. John Korpesho**
- (c) The arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- (d) The Board shall determine its own procedures but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision.

- (e) The decision of the arbitrator shall be final and binding and enforceable on all parties and may not be changed.

1102 Expenses of Arbitrator

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

1103 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties.

- 1104 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

ARTICLE 12 - SENIORITY

- 1201 Seniority shall be defined as the total accumulated regular paid hours (regular paid hours shall be defined to mean all hours worked which are paid at a non-overtime rate of pay) calculated from the date the employee last entered the service of the Employer, subject to the following conditions:

- 1202 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the necessary qualifications of the job.

- 1203 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
- (d) maternity and parental leave.

- 1204 Seniority will terminate if an employee:

- (a) resigns in writing and does not withdraw his/her resignation within two (2) days;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;

- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer (such employee shall be permitted a maximum notice period of two (2) weeks) or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate (such employee shall be permitted a maximum of six (6) months to report);
- (d) is laid off for more than thirty (30) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

1205 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of maternity leave, parental leave, or adoption leave.

1206 Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than thirty (30) months;
- (d) is on the trial period of an out-of-scope position.

1207 The Employer agrees to maintain **an up-to-date** seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, **in January and June of each year. Such seniority list shall include members' name, address, phone number and email address.**

1208 A temporary employee shall have seniority rights in accordance with Article 105 of this Agreement.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

1301 Job Postings

When the Employer determines that a vacancy exists or a new position is created within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy.

1302 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants". All listed criteria is current.

1303 Role of Seniority in Promotions and Transfers

Seniority shall be the determining factor in matters of promotion and transfers, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

1304 Trial Period

The successful applicant shall be notified within **three (3) weeks** following the end of the posting period.

In the case of a lateral transfer he/she shall be placed on a trial period of one (1) month. In the case of a promotion he/she shall be placed on a trial period of two (2) months.

During the trial period the employee shall be returned to her former position without loss of seniority, wage, salary or other benefits:

- (a) by the Employer when the employee proves to be unsatisfactory in the new position or
- (b) voluntarily by the employee by giving notice to the Employer.

Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position, without loss of wage, salary, seniority or other benefit(s).

Promotion - A promotion shall be defined as movement from one classification to another classification with a higher maximum rate of pay.

Lateral Transfer - A lateral transfer shall be defined as movement from one classification to another classification with no change in the rate of pay.

1305 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each 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.

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 objection within thirty (30) **working** days.

1402 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

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 Schedule "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 - LAYOFFS AND RECALLS AND HOURS REDUCTION

1501 Role of Seniority in Layoffs

Both parties recognize that job security should increase in proportion to length of service, therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

1502 Recall Procedure

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

1503 The Employer will make reasonable efforts to communicate with laid off employees, based on the contact information in the Employer's records. It is the employee's responsibility to keep the Employer informed of his/her contact information.

1504 Prior to any layoff involving permanent employees, the Employer shall notify the Union of any pending layoffs as soon as possible.

1505 Employees to be laid off shall be given a minimum of two (2) pay periods' notice or pay in lieu of notice not given. Notice of layoffs shall be copied to the Union.

ARTICLE 16 - HOURS OF WORK

1601 Standard Daily Hours

- (a) The normal work day **may commence prior to 6:30 am based on the operational requirements of the centre. The normal work day shall not finish later than 7:30 pm.** No seven (7) hour shift shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch.
- (b) Employees shall be granted a preference of shifts based on seniority providing it does not interfere with the normal function of the Nursery in which case it shall be determined by seniority within the room in consultation with the supervisor and the Director.
- (c) Regular hours of work for all full-time employees will be:
 - (i) seven (7) hours per day, excluding meal periods;
 - (ii) seventy (70) hours per biweekly period.

NOTE: No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one (1) hour off for lunch.

1602 Paid Rest or Relief Periods

All employees shall be permitted a rest period of twenty (20) consecutive minutes both in the first and the second half of a shift.

1603 The Supervisor will request preparation time when needed.

ARTICLE 17 - OVERTIME1701 Overtime Defined

All time worked beyond the normal work day or workweek, or on a holiday, shall be considered as overtime.

1702 Compensation for Work after Regular Scheduled Hours

Overtime worked after the normal hours shall be paid for at the rate of time and one-half (1½) for the first four (4) hours and double time (2 x) after four (4) hours in any one (1) week. More than fifteen (15) minutes shall be deemed half (½) an hour of overtime. More than forty-five (45) minutes will be calculated as an hour.

1703 Payment of Overtime

Overtime payment or the equivalent time off shall be given to an employee and such time off shall be taken at a time that is mutually agreeable to the employee and the Employer, and shall be taken before the vacation year end as set out under Article 1901.

Employees who bank overtime shall receive one and one-half (1½) hours paid time off for each hour of overtime worked.

1704 An employee who is absent on approved time off during his/her scheduled workweek for purposes approved by the Director, may do so without salary or at the discretion of the Director, work hours beyond the normal workweek.

1705 Calculating of Overtime Rates

An employee when working overtime as defined in Article 1701 shall have such overtime calculated as per the base rate of the classification the employee was working in when the overtime was incurred.

1706 On Call

In cases where on call service is required the rates shall be two (2) hours of pay at the regular rate for each eight (8) hour period of scheduled on call duty. Overtime will be compensated for at the appropriate rate as outlined above on the basis of time worked.

1707 Emergencies

The Centre may require employees to work after their shift in cases of emergencies caused by evacuation, serious accident, fire, disaster or any imminent danger or safety to the children or staff of the centre.

ARTICLE 18 - HOLIDAYS1801 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Louis Riel Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Terry Fox Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

1802 In the event that the holidays in 1801 fall on a Saturday or Sunday, the Friday previous to the holiday or the Monday after the holiday as decided by the Board of Directors shall be recognized as the day off in lieu.

1803 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 (1) day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1½) plus another day off with pay, in lieu of holiday pay, at a time designated by the employee.

1804 Christmas Eve or New Year's Eve Off

All staff of Knox Day Nursery Inc. shall be entitled to receive either Christmas Eve or New Year's Eve off without loss of pay and benefits, subject to operational requirements and subject to the employee being scheduled to work on either day.

ARTICLE 19 - VACATIONS

1901 The vacation year shall be from the first day of July in the one year to the thirtieth day of June of the next year. Employees shall earn annual vacation with pay in accordance with credited seniority prior to the commencement of the vacation period as follows:

- (a) Two (2) weeks after one (1) year

- (b) Three (3) weeks after two (2) years
- (c) Four (4) weeks after five (5) years
- (d) Five (5) weeks after eight (8) years (if employed before or on December 8, 2009); or
Five (5) weeks after ten (10) years (if employed after December 8, 2009)
- (e) Six (6) weeks after ten (10) years (if employed before or on December 8, 2009); or
Six (6) weeks after fifteen (15) years (if employed after December 8, 2009).

1902 Employees shall accumulate vacation credits from the date of commencement of employment with the Employer.

1903 Vacation preference shall be submitted by May 1st. The vacation schedule shall be posted by May 30th of each year. Employees shall be granted preference of vacation based on seniority and operational requirements.

Vacations can be scheduled during the winter months and shall only require the approval of the Director.

1904 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.

1905 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation at the rate of:

- (a) two (2) weeks per year - four percent (4%) of basic pay;
- (b) three (3) weeks per year - six percent (6%) of basic pay;
- (c) four (4) weeks per year - eight percent (8%) of basic pay;
- (d) five (5) weeks per year - ten percent (10%) of basic pay;
- (e) six (6) weeks per year - twelve percent (12%) of basic pay.

1906 An employee who has not completed one (1) year of service as of June 30 of any year shall be entitled to vacation credits calculated at point eight-three (0.83) days per month of service up to June 30.

1907 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement leave or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Day Care may require a doctor's certificate in the case of sick leave.

1908 The Employer shall replace an employee on vacation, sick leave or approved leave of absence of over one (1) day in duration.

ARTICLE 20 - SICK LEAVE PROVISIONS

2001 Sick Leave Defined

An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, shall be entitled to her regular basic pay to the extent that she has accumulated sufficient sick leave credits.

2002 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.

In instances which fall under Article 2008, the Employer has the right to require an employee to produce a certificate from a medical practitioner for any absence from work.

2003 Annual Paid Sick Leave

Employees will accumulate one and one-quarter (1¼) sick leave days per month to a maximum of two hundred (200) days.

Sick leave accumulates from the start of the first full calendar month of service.

2004 Maximum Accumulation of Annual Sick Leave

The Employer will grant employees the option of borrowing up to a maximum of ten (10) additional days of paid sick leave from the employee's future sick leave earnings. These ten (10) days must be paid back to the Employer through the employee's normal sick leave credit accumulation over the next year. If an employee has an outstanding balance of sick days owed to the Employer, the employee will not be permitted to borrow any further additional sick days from the Employer until the balance is fully paid off. In addition, any employee who

terminates for any reason whatsoever, and who at the time of termination has an outstanding balance of "owed" sick leave, such employee will fully reimburse the Employer for all monies owed. An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.

2005

Deductions from Sick Leave

Necessary time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the community where the facility is located, shall be granted and such time off shall be chargeable against the employee's accumulated sick time credits (no deductions for absences on account of illness will be made for periods of two [2] hours or less), providing the following conditions are met:

- (a) whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty;
- (b) if (a) above is not possible due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss her situation with her Supervisor and attempt to arrange to be absent at a time which is the least disruptive to the section.

2006

In the case of illness of an immediate member of the family of an employee where no one other than the employee can provide for their needs, the employee shall be entitled, after notifying his/her Director to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

2007

Mental Health Days

Up to six (6) days' sick leave per calendar year (with exception of July and August) shall be recognized as Mental Health Days. Mental Health Days shall not accrue from year to year. Mental Health Days can only be used if an equal amount of sick time has been accumulated and provided forty-eight (48) hours' notice has been provided **when reasonably possible**. A maximum of two (2) consecutive days may be taken twice per year at a time mutually agreeable to the employee and the Employer.

2008

Abuse of Sick Leave

The Employer and the Union agree that suspected abuses of sick leave will be investigated, and proven instances of abuse will result in disciplinary action being taken against the employee.

2009

The Employer agrees to provide the employees with the amount of sick time used to-date. This information will be provided to each employee on the 15th day of the following month.

ARTICLE 21 - LEAVES OF ABSENCE

2101 (a) **Paid Bereavement Leave**

An employee shall be granted a minimum of five (5) days for death of parent, wife, husband, common-law spouse and child.

An employee shall be granted a minimum of three (3) days for the death of a brother, sister, mother-in-law, father-in-law, brother/sister-in-law, grandparent/grandchild. Where the burial occurs outside the province such leave may also include reasonable travelling time, not to exceed an additional two (2) days where circumstances warrant, such leave may be extended at the discretion of the Executive Director or designate.

An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of a death of an aunt, uncle or any other relative residing in the employee's household. Note: Aunt or uncle does not have to be residing in the same household.

(b) Employees will be entitled to attend a funeral with pay up to one (1) day as a pallbearer.

(c) Employees will be entitled to three (3) hours with pay to attend the funeral of a non-relative. If additional travelling time is requested this shall not be unreasonably denied.

2102 **Service Requirements for Maternity, Parental or Adoption Leave**

An employee shall qualify for maternity, parental or adoption leave after seven (7) months of employment.

2103 **Length of Maternity, Parental or Adoption Leave**

The Employer shall grant an employee maternity, parental or adoption leave, without pay, in accordance with the Employment Standards Code of Manitoba, subject to the condition that such employee must have completed twenty-six (26) weeks' continuous employment with the Employer as of the intended date of the leave unless otherwise agreed by the Employer. Employees are entitled to seventeen (17) weeks' maternity leave, thirty-seven (37) weeks' **standard** parental leave or **sixty-three (63) weeks in the case of extended parental leave.**

2104 **Seniority Status during Maternity, Parental or Adoption Leave**

While on maternity, parental or adoption leave an employee shall retain his/her full employment status and accumulate all benefits under this Collective Agreement.

2105 Employer Payment of Employer Benefits during Maternity, Parental or Adoption Leave

During the period of maternity, parental or adoption leave, the Employer shall continue to pay the hospital, medical and group life insurance and other employee benefits of this Agreement.

2106 Procedure Upon Return from Maternity, Parental or Adoption Leave

When an employee decides to return to work early after maternity, parental or adoption leave, he/she shall provide the Employer with at least two (2) weeks' notice. On return from maternity, parental or adoption leave, the employee shall be placed in his/her former position. If the former position no longer exists he/she shall be placed in an equivalent position in his/her department.

The employee shall provide the Employer with at least four (4) weeks' notice in the case of maternity leave extending for more than one year. The employee may commence adoption leave upon shorter notice provided the 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.

2107 Pay for Extended Maternity, Parental or Adoption Leave

If the Employer does not maintain full pay during maternity, parental or adoption leave, an employee may choose to receive payment of normal weekly salary from accumulated sick leave credits before or after the fifteen (15) weeks of absence covered by Employment Insurance to a seventy-five (75) day cap.

2108 Additional Maternity, Parental or Adoption Leave

Where the child suffers from a physical, psychological or emotional condition the employee shall be entitled to an additional period of parental leave of up to ten (10) weeks.

2109 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 instructed to attend conferences, seminars, lectures, etc. on their own time shall be granted equivalent time off.

2110 Leave of Absence for Union Functions

Upon at least two (2) weeks (or more if reasonably possible) prior written request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence without pay. The parties agree that a maximum of two (2) employees shall be permitted to be away at any given time for the above purpose.

2111

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 loss of benefits 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 his/her term of office.
- (c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

2112

General Leave

- (a) An employee may be granted a leave of absence without pay where in the opinion of the Employer such leave will not adversely affect the operation of Knox Day Nursery Inc. Factors that may impact on operational requirements include, but are not limited to, vacation schedules, staff/child ratios and the availability of suitable replacement staff.

The employee will be required to submit a written request for a leave of absence specifying the reasons for leave and the length of time. The employee may be required to provide additional information to support the request and may be asked to attend board meetings to present and discuss the request for leave.

Requests for a leave of absence will be considered on an individual basis and the Employer may take into account previous leaves of absence, which have been granted to the employee. Requests for a leave of absence shall not be unreasonably denied.

Except in an emergency, written requests for a leave of absence shall be made as far in advance of the leave as possible, but within at least six (6) weeks of the date of the commencement of the leave. The Employer shall respond in writing within a reasonable time frame.

The Employer shall make every reasonable effort to ensure that an employee granted a leave of absence under this policy will return to the same position. The Employer agrees not to use this clause in an unfair and unreasonable manner.

- (b) Employees requesting a leave of absence of up to two (2) weeks shall make that request to the Director of the Centre who will have the authority to grant such leave. Employees must provide a minimum of three (3) weeks' notice. Requests for a leave of absence shall not be unreasonably denied.

2113

Domestic Violence

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 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 five (5) days of paid 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 or ten (10) unpaid days that can be taken in intermittent days.

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 person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

2201

Pay Periods

Pay periods shall be every two (2) weeks. Paydays shall be every second Thursday. **Direct deposit will be transferred into the employee's bank account in addition to an emailed pay stub.** Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement. **Employees will be required to submit their banking information for electronic funds transfer upon commencing employment.**

2202 Notice of Termination

- (a) An employee may terminate her employment with the Facility by giving two (2) weeks' written notice, exclusive of vacation.
- (b) Employment may be terminated with lesser notice or without notice:
 - (i) by mutual agreement between the Employer and the employee; or
 - (ii) during the probationary period of a new employee **subject to Article 109; or**
 - (iii) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

2203 Anniversary Date

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

ARTICLE 23 - GENERAL CONDITIONS2301 Ratio

The teacher/child ratio shall be in accordance with the Manitoba *Community Child Care Standards Act*.

2302 Bulletin Boards

Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be signed by a shop steward prior to posting.

2303 Child care services shall be provided by the Employer for all staff meetings.

2304 For WCB Claims Filed after Date of Ratification of this Agreement

- (a) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for Compensation benefits can be forwarded to the Workers' Compensation Board (WCB). Workers' Compensation payment will be paid directly to the employee by WCB.

By application from the employee, the Employer will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment.

Such supplementation shall continue for a maximum period of one hundred and fifty (150) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and employment insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the facility to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer.

If at any time it is decided by the Workers' Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers' Compensation Board, such supplementation shall cease immediately, and no further supplement shall be payable by the Employer.

Further to this, the Employer shall notify Workers' Compensation of salary adjustments at the time they occur.

- (b) (i) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
 - (ii) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
 - (iii) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
 - (iv) The employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Facility to offset the total amount of the advance.

- (v) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (vi) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

2305 Storm Leave

The Employer shall grant leave of absence with pay to an employee prevented from reporting to duty due to storm conditions which make all roads impassable, provided a public announcement to this effect is made by a Civil Authority.

ARTICLE 24 - JOB SECURITY

2401 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

ARTICLE 25 - PAY ON TEMPORARY TRANSFERS, HIGHER RATED JOB

- 2501
- (a) A Supervisor or a senior ECE relieving in the position of both the Executive Director and the Assistant Director will receive an increase of ten percent (10%) from the first day.
 - (b) When a senior ECE relieving in the position of supervisor in excess of five (5) planned or unplanned days he/she will receive a maximum of forty dollars (\$40) per month. An informal review of additional responsibilities taken on by senior staff will be discussed prior/during the leave. Senior staff relieving in the position of the Supervisor must agree to the additional responsibilities.

An informal review of the supervisory role shall be discussed at the completion of the supervisory role.

ARTICLE 26 - TERM OF AGREEMENT

2601 This Agreement shall be effective from July 1, **2019** and shall continue in effect up to and including June 30, **2021** and shall terminate as of that date.
Where either party wishes to negotiate a renewal of this Agreement, the party giving notice agrees to deliver to the other written proposals at least thirty (30) days prior to the termination of the Agreement.

Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.

2602 **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.

ARTICLE 27 - EMPLOYER SHALL NOTIFY UNION

2701 Any reports or recommendations about to be made to the Council/Board dealing with matters of policy which could change conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Council/Board.

2702 **Copies of Resolutions**

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Council/Board which affect the members of this Union are to:

- (a) be forwarded to the Union, and
- (b) be posted on CUPE bulletin boards

A copy of the minutes of the Employer (Council/Board) shall be mailed to the Secretary of the Union and the CUPE representative prior to the next Board meeting.

ARTICLE 28 - CROSSING OF PICKET LINES DURING STRIKE

2801 An employee covered by this Collective Agreement shall not be forced by the Employer to cross a legal picket line during the course of their regular duties. The parties agree that in the case of one of the Employer's suppliers' staff being on a legal strike, that at the option of the Local Union, the Employer and the Union

shall meet to discuss the possibility of securing an alternative supplier for the duration of said strike. In addition, it is agreed that the Employer will not change suppliers unless the costs associated with such a change does not increase the Employer's costs associated with this particular supplied item.

ARTICLE 29 - POLICY RE: SUSPECTED CHILD ABUSE

- 2901 Employee shall be informed in writing of the complaint/allegation.
- 2902 Employee shall have the right of Union representation, if she so wishes.
- 2903 If the employee is suspended while the Employer is conducting an investigation, the suspension will be with pay.
- 2904 If after the investigation a period of suspension, deemed warranted as discipline, those days of suspension, will be without pay.
- 2905 If the charges are proven to be untrue, no mention of the incident will be placed in employee's personnel file.

ARTICLE 30 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 3001 An employee may be discharged or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Representative.
- 3002 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.
- 3003 If the action referred to in the above clause results in a **discipline**, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

Except for gross misconduct, progressive discipline principles shall apply; disciplinary measures may include:

- **coaching and mentoring (non-disciplinary);**
- **oral reprimand;**
- **written reprimand;**
- **up to five (5) working days suspension and termination.**

- 3004 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.
- 3005 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request. 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.
- 3006 Disciplinary action shall be removed from the Employee's personnel file after twenty (20) months have elapsed provided no same or similar offences have occurred during this time.

ARTICLE 31 - LONG TERM SERVICE PAY

- 3101 All employees covered by this Agreement shall receive long term service pay for each month of actual service employment as hereinafter set out effective January 1, 2013:
- **One hundred and fifty dollars (\$150) after completion of five (5) years of service;**
 - **Two hundred and fifty dollars (\$250) after completion of ten (10) years of service;**
 - **Three hundred and fifty dollars (\$350) after completion of fifteen (15) years of service;**
 - **Four hundred and fifty dollars (\$450) after completion of twenty-two (22) years of service.**

All service payments will be based on full-time status. Part-time employees will be prorated. Long term service pay is payable by December 15th of each year.

ARTICLE 32 - RETIREMENT BONUS

- 3201 Employees retiring in accordance with the following:
- (a) retire at age sixty-five (65) years, or

- (b) retire after age sixty-five (65), or
- (c) have completed at least ten (10) years of continuous employment and retire after age fifty-five (55) years and before age sixty-five (65) years, or
- (d) employees who have completed at least ten (10) years of continuous employment with the Employer whose age plus years of service equal seventy (70),

shall be granted preretirement bonus on the basis of three (3) days per year of service to a maximum of one hundred and ten (110) days, providing the employee has the days banked in their sick leave account.

Calculation of retirement bonus entitlement shall begin from the date the employee last entered the service of the Employer, and will be based on the employee's total seniority on the date of retirement. Calculated as follows:

$$\frac{\text{Total Seniority on Date of Retirement}}{\text{Full-time Hours}} \times \text{Three (3) Days}$$

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

ARTICLE 33 - PENSION PLAN

3301 (a) "Plan" means the Multi-Sector Pension Plan.

"Applicable wages" mean the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay, excluding any lump sum pay outs of vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and
- (v) mental health days.

All other payments, premiums, allowances and similar payments are excluded.

“Eligible employee” means all employees in the bargaining unit.

- (b) Commencing December 1, 2010, each eligible employee shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- (c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- (d) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article (d) of the Agreement include:

- (i) To be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority list to include hours from date of hire to Employer’s fund entry date (for the purpose of calculating past service credit)
 - Gender
- (ii) To be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - Year to date contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To be provided initially and as status changes:

- Full address
- Termination date where applicable (MM/DD/YY)
- Marital status


(iv) To be provided annually but no later than December 1:

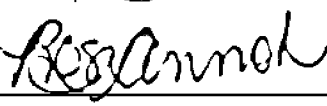
- Current complete address listing

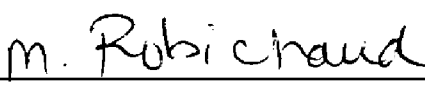
(e) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

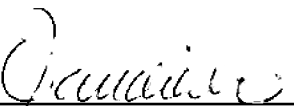
Signed this 9th day of JULY, 2021.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543










FOR: KNOX DAY NURSERY INC.



SCHEDULE "A"**Knox Day Nursery Inc.****WAGES**

<i>July 1, 2019 - 2%</i>				
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
CCA	\$12.59	\$12.97	\$13.90	\$14.31
ECE I	\$15.62	\$16.23	\$16.74	\$16.97
ECE II/III	\$19.54	\$20.10	\$20.63	\$20.86
Supervisor	\$21.03	\$21.55	\$21.94	\$22.92
Housekeeper	\$12.20	\$12.55	\$13.13	\$13.57
CCA in Training	\$14.57	\$15.47	\$16.36	\$17.28

<i>July 1, 2020 - 2%</i>				
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
CCA	\$12.84	\$13.23	\$14.18	\$14.60
ECE I	\$15.93	\$16.55	\$17.07	\$17.31
ECE II/III	\$19.93	\$20.51	\$21.05	\$21.28
Supervisor	\$21.45	\$21.98	\$22.38	\$23.38
Housekeeper	\$12.44	\$12.80	\$13.39	\$13.84
CCA in Training	\$14.86	\$15.78	\$16.69	\$17.62

OTHER

- As of September 1, 2012 children with anaphylactic food allergies will have their meals provided by their parents.
- Knox Day Nursery Inc. will make every effort to prioritize employees with children needing child care and accommodating them at the Centre.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

RE: JOB SHARING

The parties agree that during the term of this Collective Agreement staff may have the option of job sharing subject to the approval of the Board of Directors.


Signed this 9th day of JULY, 2021.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543


FOR: KNOX DAY NURSERY INC.











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

RE: VACATION ENTITLEMENT

Both parties to this Agreement agree that any current employees covered by this Agreement, who, as of October 12, 2006, were receiving eight (8) weeks' vacation, will maintain that level of vacation.

Signed this 9th day of JULY, 2021.

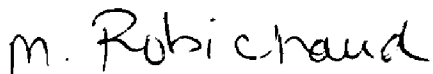
FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543

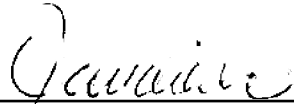
FOR: KNOX DAY NURSERY INC.











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

RE: SICK LEAVE CREDITS

Both parties to this agreement agree that all employees who were employed by Knox Day Nursery Inc. prior to May 1989 will have an entitlement of two (2) days per month paid sick leave to a maximum of two hundred (200) days cap.


Signed this 9th day of JULY, 2021.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543

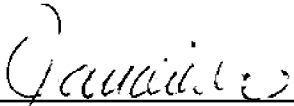
FOR: KNOX DAY NURSERY INC.











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

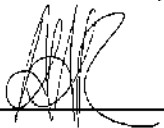
RE: FUNDING

Should the Employer receive any funding increases that are marked for increase or 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. The increase shall be retroactive to the date the funding is implemented.


Signed this 9th day of JULY, 2021.

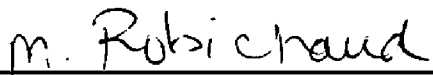
FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543

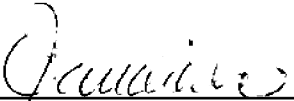
FOR: KNOX DAY NURSERY INC.











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

RE: CCA (“CHILD CARE ASSISTANT”) IN TRAINING

The Union and the Employer jointly confirm the importance of training and encourage the ongoing training of CCA’s to attain their ECE (Early Child Educator) II designation.

A CCA would be eligible to apply to become a CCA in Training when:

1. They have completed two (2) courses towards becoming an ECE II. These two courses are in addition to the forty (40) hour mandatory training required by a CCA.
2. They have obtained a minimum mark of sixty-five percent (65%) in the two courses.

The CCA interested in becoming a CCA in Training would contact the Executive Director of Knox Day Nursery Inc. in order to enter into a CCA in Training Education Agreement. This agreement would be filled out in triplicate (3 copies) with one copy going to the Knox Day Nursery Inc., one copy to the applicant and one copy to the Local.


The following principals would apply:


1. The cost of the courses will be the responsibility of the applicant.
2. Knox Day Nursery Inc. will assist the applicant in applying for any grants or programs that may be available to pay part or all of the course costs. It is acknowledged that these grants or programs may change from time to time and there is no guarantee of their availability.
3. The CCA in Training will receive paid time from work to attend classes, if required. Approval must be obtained from the Executive Director of Knox Day Nursery Inc. prior to missing time away from the workplace.
4. A CCA in Training will be paid at the CCA in Training rate of pay as in the Collective Agreement.
5. The CCA in Training will regularly be enrolled in and attending courses in the ECE II designation program.

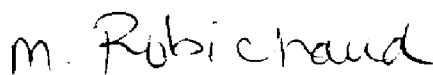
6. The CCA in Training will provide the Employer with regular updates of his/her progress through the program.
7. It is recognized that there may be compelling reasons why a CCA in Training may need to take a break in the training schedule. Such a break in training must be approved by the Executive Director of Knox Day Nursery Inc. Normally such a break would not exceed a four (4) month period.
8. If a CCA in Training chooses not to continue with their education they will move back to the same step on CCA salary scale they were on prior to starting with their education. Time spent while on the CCA in Training salary scale shall count towards the CCA's next increment step, if any.
9. The CCA in Training will be reclassified as an ECE II/III and will receive the associated salary as in the Collective Agreement upon confirmation of obtaining the classification as an Early Childhood Educator II.
10. In exchange for having received the CCA in Training wages and having been given paid time off work to attend classes the CCA in Training agrees to work at Knox Day Nursery Inc. for a period of one (1) year after receiving the Early Childhood Educator II designation.

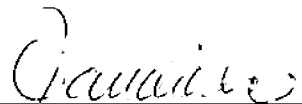
Signed this 9th day of JULY, 2021.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543










FOR: KNOX DAY NURSERY INC.



CHILD CARE ASSISTANT IN TRAINING EDUCATION AGREEMENT

between

Knox Day Nursery Inc.

and

Employee
(Insert Name)

By entering into this agreement, the Employee acknowledges his or her desire to work towards obtaining an ECE II (Early Child Educator II) designation and the Employer acknowledges their support for this goal.

Both parties agree to the following:

1. The cost of the courses will be the responsibility of the employee.
2. Knox Day Nursery Inc. will assist the applicant in applying for any grants or programs that may be available to pay part or all of the course costs. It is acknowledged that these grants or programs may change from time to time and there is no guarantee of their availability.
3. The CCA in Training will receive paid time from work to attend classes, if required. Approval must be obtained from the Executive Director of Knox Day Nursery Inc. prior to missing time away from the workplace.
4. A CCA in Training will be paid at the CCA in Training rate of pay as in the Collective Agreement.
5. The CCA in Training will regularly be enrolled in and attending courses in the ECE II designation program.
6. The CCA in Training will provide the Employer with regular updates of his/her progress through the program.
7. It is recognized that there may be compelling reasons why a CCA in Training may need to take a break in the training schedule. Such a break in training must be approved by the Executive Director of Knox Day Nursery Inc. Normally such a break would not exceed a four (4) month period.
8. If a CCA in Training chooses not to continue with their education they will move back to the same step on CCA salary scale they were on prior to starting with their education. Time spent while on the CCA in Training salary scale shall count towards the CCA's next increment step, if any.

- 9. The CCA in Training will be reclassified as an ECE II/III and will receive the associated salary as in the Collective Agreement upon confirmation of obtaining the classification as an Early Childhood Educator II.

- 10. In exchange for having received the CCA in Training wages and having been given paid time off work to attend classes, the CCA in Training agrees to work at Knox Day Nursery Inc. for a period of one (1) year after receiving the Early Childhood Educator II designation.

Employee

Date

Executive Director

Date

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

RE: TRIAL HOUSEKEEPING/FOOD PREPARATION POSITION

It is recognized that Knox Day Nursery will be eliminating the current cook position when the incumbent retires on June 30, 2017.

Knox Day Nursery will merge the housekeeping position with a food preparation position starting July 1, 2017 and evaluate this trial position on or about October 1, 2017.

Notwithstanding Article 1601 (a) the trial position will be split shift working 8:15 am - 12:15 pm (food preparation) and 3:30 pm - 7:30 pm (housekeeping). The time frames set out in the previous sentence may vary but the **split shifts** will be no longer than four (4) hours and total daily hours will be based on an eight (8) hour day.


During the trial period the position will be remunerated at Year 1 of the Housekeeping scale.

All provisions of the Collective Agreement shall apply during the trial period.


Signed this 9th day of JULY, 2021.

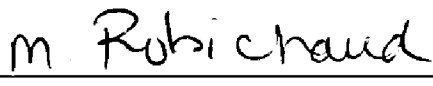
FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543

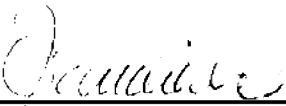
FOR: KNOX DAY NURSERY INC.











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

RE: STAFF MEETINGS

The parties recognize that staff meetings are an important communication forum and can help with service improvement and agree to the following:

Mandatory staff meetings held in January (1 hour), April (1 hour), June (1 hour), September (1 hour) and Professional Development in November (all day in-service). In addition, one (1 hour) emergency staff meeting to be used at the discretion of the Director if necessary. The Employer shall post a schedule of the times and dates of the mandatory staff meetings in November of each year for the meetings in the following year.


The Employer shall post a schedule of the times and dates of the mandatory staff meetings in November of each year for the meetings in the following year.

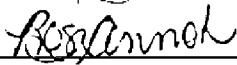
Six (6) additional hours of professional development must be completed yearly in addition to our Staff Meetings. The professional development learning opportunities can be taken during regular work time or after hours. These learning opportunities can consist of in-class learning, webinars, conferences or professional development, readings/articles, etc. Professional development opportunities will be posted in the staff room; if a member is interested in a training that is not part of the Employer's list, he or she shall have the opportunity to present a request to take that training. The request will not be unreasonably denied. Selection of professional development will be based on staff interests and needs of the Centre.

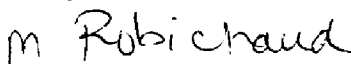
Signed this 9th day of JULY, 2021.


FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543


FOR: KNOX DAY NURSERY INC.











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 1543

and

Knox Day Nursery Inc.

RE: COVID RELATED ABSENCE

The Employer shall give each employee ten (10) paid sick days to be used for COVID related absences. These ten (10) days are separate from the existing earned sick leave defined in Article 20. These days will be available for staff to use, as needed, on the 1st month following ratification of the Collective Agreement. These dates shall not be retroactive. These ten (10) days do not renew yearly and are a one-time benefit.

Signed this 9th day of JULY, 2021.

FOR: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543

FOR: KNOX DAY NURSERY INC.



