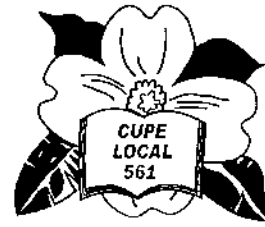


Children's House Montessori



Preschool Society



## **COLLECTIVE AGREEMENT**

### **BETWEEN**

**CHILDREN'S HOUSE MONTESSORI  
PRESCHOOL SOCIETY  
(HEREINAFTER REFERRED TO THE  
"EMPLOYER/SOCIETY")**

### **AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 561-08  
(HEREINAFTER REFERRED TO THE "UNION")**

**JANUARY 1, 2022, TO JUNE 30, 2026**

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## 1. PREAMBLE

It is the purpose of both Parties to this Agreement:

- a) To maintain the existing harmonious relationship between the Society and the Employees to recognize the mutual value of joint discussion and negotiations on all matters pertaining to the well-being, morale and security of those Employees included in the bargaining unit;
- b) To maintain a high standard of care for children and promoting their intellectual, physical and emotional development and to promote the use of non-adversarial approaches to the solution of problems, including proper communication and the use of mechanisms established and set out in this Agreement;
- c) To encourage and promote co-operation and mutual support between Staff, the Employer and Parents, recognizing that all these groups have an essential interest in obtaining the best conditions for the preschool generally;
- d) The Society recognizes the Canadian Union of Public Employees (CUPE) and its Local 561-08 as the sole and exclusive collective bargaining agency for all its Employees;
- e) To promote the use of non-adversarial approaches to the solution of problems, including proper communication and the use of the mechanisms established and set out in this Agreement;
- f) It is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

## 1. DURATION OF AGREEMENT

- a) This Agreement shall come into effect on **January 1, 2022**, and remain in effect until **June 30, 2026**, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement by written notice to require the other party to commence collective bargaining. Any Articles agreed upon shall be retroactive to the start date of this contract. If notice is not given by either party ninety (90) days or more before the expiry of the Agreement, then both Parties are deemed to have given notice (Section 46 (4) of the Labour Code).

- b) If notice to commence collective bargaining has been given on the term of a collective agreement that was in force between the Parties has expired, the Employer or the Union must not, except with the consent of the other, alter any term or condition of employment until:
  - i. A strike or lockout has commenced;
  - ii. A new collective agreement has been negotiated; or
  - iii. The right of the trade union to represent the Employees in the bargaining unit has been terminated.

## **2. MANAGEMENT RIGHTS**

- a) 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. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
  - i. Maintain order, efficiency and productivity;
  - ii. Hire, promote and lay off Employees;
  - iii. Discharge, suspend, or otherwise discipline Employees, provided that Employees will only be discharged or otherwise disciplined for just cause;
  - iv. To make, enforce and alter, from time to time, reasonable rules and Regulations to be observed by the Employees; and
  - v. All rules and Regulations must be applied equitably, and in a transparent manner including approval of hours worked for overtime and hours performed outside the workplace.
- b) The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedures.

## **3. EMPLOYER SHALL NOT DISCRIMINATE**

- a) The Employer shall exercise its rights in fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive any present Employee of his/her employment, except through just cause.
- b) The Employer also agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, ancestry, place of origin, colour, ethnic origin, religion, political activity, citizenship, creed, sex, sexual orientation, gender

identity, gender expression, age, marital status, family status or disability, political affiliation, or his/her membership or activity in the Union nor by any other grounds that are covered by the Human Rights Code.

#### **4. UNION RECOGNITION**

##### **a) Union Membership**

All Employees covered by this Agreement shall become and remain members in good standing in the Union, according to the Constitution and By-laws of the Union, not later than one (1) month after commencing employment with the Society.

##### **b) Union Dues and Assessments**

- i. Union dues and assessments shall be paid by all Employees.
- ii. Deductions will be forwarded in one (1) cheque to the Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) day of the following month for which the dues, initiation fees and/or assessments were levied. The Employer will pay the Union interest at the rate of two percent (2%) per month or a fraction of a month, for any delay in remitting the cheque.
- iii. The Employer agrees to provide with the cheque, a report consisting of the names of Employees from whose wages the deductions were made, whether full-time or part-time and the length of time worked, and the gross earnings for the month.
- iv. The Employer further agrees to provide by January 31<sup>st</sup>, each year, a report consisting of the names of Employees, their gender, classification, and current addresses as at December 31<sup>st</sup>, the preceding year.
- v. The Employer will consider and where practicable provide the Union with additional information, if so requested.

##### **c) Dues Receipts:**

At the same time that Income Tax (T-4) slips are made available, the Employer shall enter the amount of Union Dues paid for each Employee in the previous year.

d) Employee Orientation

- i. The Society agrees to acquaint Employees with the fact that a Collective Agreement is in effect, and with conditions of employment set out in the Articles dealing with Union Security and Dues Check off.
- ii. The Society further agrees to distribute a copy of this Agreement free of charge to all Employees employed under the terms of this Agreement. In addition, the Society agrees to inform new Employees that an Agreement between the Parties is in effect and to present a copy of the Agreement and a list of Shop Steward(s) with their written notification of appointment.

e) Correspondence

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer or his/her designate and Secretary of the Union, with copies to the CUPE National Staff Representative.

f) 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 such as certified substitutes.

g) Full-Time and Part-Time Employees

This Collective Agreement is fully applicable to all permanent full-time (salaried) and part-time (hourly) Employees.

h) Probation Period

Each Employee shall be on a probationary appointment for three (3) working months from his/her date of work.

i) No Other Agreements

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

j) Shop Stewards / Local Union Officers

- i. The Employer recognizes the Union's right to select Stewards / Local Union Officers to represent Employees.
- ii. The Employer agrees that such Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.
- iii. Where a Supervisor intends to interview an Employee for disciplinary purposes or to discuss an adverse report, the Supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact his/her Steward to be present at the interview.
- iv. A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

**5. SENIORITY**

a) Definition and Role of Seniority

Both Parties recognize that job security shall increase in proportion to length of service. Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining vacation entitlement and priority for such matters as promotion, transfer, layoffs, or recall, as set out in other provisions of this Agreement.

b) Seniority List

- i. The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced and terminated.
- ii. Any Employee may request information from the Society relative to his or her own seniority. On request, the National Representative or President of the Union will be supplied with a copy of such record and/or with the necessary information relative to the seniority and rates of pay of any Employee or group of Employees covered by this Agreement.

c) Accumulation of Seniority

- i. Service seniority shall be accrued by salaried Employees on the basis of calendar months of service.
- ii. Service seniority shall be accrued by hourly paid Employees by actual hours worked, to be calculated as follows:

Months of Service = Total Hours Divided by one hundred seventy-four (174) rounded to the next highest month.

- iii. The calculation of service seniority from that date forward for hourly paid Employees shall be:

Months of Service = Total Hours Divided by one hundred seventy-four (174) rounded to the next highest month.

**6. PROMOTIONS AND STAFF CHANGES**

a) Job Postings

When a vacancy occurs, or a new position is created, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the Society bulletin board 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. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's retirement date. All other bargaining unit positions shall be filled within eight: (8) weeks after the initial posting date unless otherwise agreed to, in writing, by both Parties.

b) Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift and salary rate or wage. Such qualifications may not be established in an arbitrary or discriminatory manner.

c) Union Preference

- i. Outside applications for any advertised bargaining unit vacancy shall not be considered until such time as applications of present Union members at the Preschool Society have been fully processed.

- ii. Both Parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making changes, transfers or promotions appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with this Article. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment.

d) Notification to Employee and Union

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the Society bulletin board.

e) Practicum Work

- i. The Board and the Union agree that it is important to provide unpaid work opportunities to a post secondary student(s) in order to assist the student(s) in obtaining practical work experience in a childcare setting, where this is part of the post secondary educational program of the student(s) (the "Practicum Student(s)").
- ii. The Board and the Union agree that the Board may provide work for up to one (1) Practicum Student per year. The number of Practicum Students may be increased by mutual agreement between the Board and the Union.
- iii. The Board and Union agree that these Practicum Students may perform work in a supernumerary capacity.
- iv. The Board and the Union agree that Practicum Student(s) will not be paid, nor will they be entitled to any rights or benefits under the Collective Agreement.

**7. GRIEVANCE PROCEDURE**

- a) In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.
- b) In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any Employee, and including any question or difference as to whether any matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work, in the following manner:
  - i. The grievance shall be signed by the President of the Union, as well as the Employee and be submitted in writing to the Society

Teacher Liaison or designate immediately concerned within ten (10) working days of the date of the occurrence of the alleged grievance. At the same time a copy of the grievance shall be sent to the Secretary of the Union and to the President of the Society or his/her designate.

- ii. The Society Teacher Liaison and/or other appropriate Society Representative(s) immediately concerned shall meet within five (5) working days with the aggrieved Employee and a Representative(s) of the Union. If the matter is not settled within ten (10) working days, then the Union may submit the grievance to the next stage of the procedure.
  - iii. The Employer, the aggrieved Employee and the Union Representative shall meet within five (5) working days after the reply to the grievance from the Union.
  - iv. Where the grievance is instituted as a result of suspension or dismissal, the grievance procedure will commence at the stage of the Employer, and the grievance shall be submitted to the Society President immediately concerned within five (5) working days of the date of the suspension or dismissal.
- c) Should the Employer and the Union fail to attain a settlement, then the grievance may be referred to the Board of Arbitration by the Union or the Society, provided that the request to refer to a Board of Arbitration is made in writing within ten (10) working days after the meeting between the Employer and the Union. This Board of Arbitration shall comprise one (1) member appointed by the Employer, and one (1) member appointed by the Union. The Society and the Union shall make their respective appointments within a period of ten (10) working days after either party has advised the other of the reference to a Board of Arbitration. The two (2) members thus appointed shall select a third (3<sup>rd</sup>) member, who shall be Chair. In the event the two (2) appointees are unable to agree on a Chair within five (5) working days of their appointment, they shall request the Minister of Labour for the province of B.C. to name a Chair. The Board of Arbitration shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which this Board deems just and equitable. The decision of this Board shall be final and binding on both Parties. The Board of Arbitration may be a single Arbitrator by mutual consent of the Parties.
- d) Each party shall bear the equal expense of the arbitrator.
- e) Waiver of Time Limits  
The Parties may, by mutual written consent, waive any stage or time limit of the grievance procedure and/or the arbitration procedure.

f) Unjust Cause

In all cases of suspension or dismissal or other disciplinary actions, the burden of proof of just cause shall rest with the Society. If, as a result of the grievance procedure, it is found that an Employee has been dismissed, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out. In the case of a probationary Employee, just cause shall include failure to perform the job to the satisfaction of the Society.

**8. PROGRESSIVE DISCIPLINE**

The value of progressive discipline with the aim of being corrective in application is recognized by both Parties. Therefore, except in extreme cases such as gross misconduct, discipline or dismissal for just cause should be preceded by a documented record of some or all of the following: counseling, warnings (written or oral) and/or suspensions. The Society agrees to notify the Union within five (5) working days of discipline actions taken against any Employee.

**9. PERSONNEL FILES**

- a) During normal working hours, and in the presence of a Society Staff Member, every Employee has the right of access to his/her personnel file. Every Employee shall receive a copy of any document which may be the basis of disciplinary action at the time that the document is inserted in the personnel file. An Employee shall receive, upon request, a copy of any document in his/her personnel file.
- b) The personnel file shall contain only valid and relevant material. An Employee may request, in writing, that material be removed from his/her personnel file, and such request will become part of the personnel file. At an Employee's request, the Society shall add an Employee's response to any document in his/her personnel file.
- c) The Society agrees that there shall be only one (1) personnel file and one (1) licensing file for each Employee and that no report relating to the Employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report and any written memos/letters used as the basis for the report are part of the personnel file.
- d) Files to be kept in a designated locked space at the school.

## **10. ADVERSE REPORT**

- a) The Employer shall notify the Employee and the Union in writing of any major expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint. The Employee's reply to such a complaint, or accusation shall become part of his/her record. Any adverse report or complaint shall be signed by the complainant before it is discussed with the Employee or entered into his/her personnel file and if not signed shall be deemed invalid and inadmissible for any purpose.
- b) Verbal or written adverse reports may be removed from an Employee's file after twelve (12) months' time at the request of the Employee and / or Union.
- c) Discipline involving a suspension may be removed from an Employee's file after twelve (12) months' time at the request of the Employee and / or Union.
- d) Such request shall not be unreasonably denied.

## **11. HOURS OF WORK**

- a) Regular business hours of the Society's school (days in session) shall be from Monday to Friday, 9:15 am until 2:45 pm. The Society follows the school calendar for School District No.43 for Winter and Spring Breaks and School District closures.
- b) The hours of work on non-instruction time shall be at the discretion of the salaried Employee's to fulfill their responsibilities as per Schedule "B".
- c) Salaried Employees shall continue to be paid per their regularly scheduled pay over Winter and Spring Breaks as per Vacation entitlements.
- d) Head Director

It is understood that the Head Director will have the option to work from home on Fridays where the Director(es) is scheduled to work and in attendance. Every other Friday when the Employee does not have classroom duties, the Employee will complete administrative duties, procurement of classroom materials and for parent-teacher interviews.

- e) Director

It is understood that the Director shall receive every other Friday off with pay. This schedule shall be mutually determined at the start of

each school year. Any changes or adjustments are subject to approval by the President of the Society or designate and shall not be unreasonably denied.

f) Teaching Assistants

The Employee(s) shall be in attendance each Friday from 9:00 am until 3:00 pm.

**12. SUMMER EMPLOYMENT**

- a) Summer Employment is defined as the period from July 1<sup>st</sup> to August 31<sup>st</sup> of each year. The Parties mutually recognize that administrative and other similar work must be performed by the directors during the summer months for the functioning of the school.
- b) Summer work will include the following duties to be performed by the Directors:
  - i. Reply to all school emails,
  - ii. Forward school phone calls to their personal numbers,
  - iii. Answer any parent concerns or questions,
  - iv. Provide affordable childcare applications upon request,
  - v. Assist in the Board of Directors transition,
  - vi. Prepare welcome packages,
  - vii. Ensure that all classroom preparation is completed before the start of the school year,
  - viii. Input all new registration forms into online system and maintain throughout the year,
  - ix. Manage COFF application each month,
  - x. Manage subsidy,
  - xi. Pick up mail,
  - xii. Any other administrative duties necessary to the continued running of the school.
- c) Employees performing Summer Employment will be paid in accordance with their usual salary or wage. This salary or wage shall not be less than their regular daily remuneration based on a full day.

**13. PAYMENT SCHEDULE AND STATEMENTS**

The Employer shall pay salaries and wages bi-monthly by no later than the 15<sup>th</sup> and last date of each month. If the 15<sup>th</sup> or last day of the month falls on a Saturday, Sunday or a holiday, payment shall be made prior. On each pay date, each employee shall be provided with an electronic itemized statement of their wages and deductions.

**14. SUBSTITUTES**

- a) In September of each school year the Parties will compose a list of mutually agreed upon Substitutes. It is acknowledged by both Parties that the absent Employee will seek coverage when possible.

- b) The Parties agree that finding suitable Substitutes for absences is ultimately the responsibility of the Employer. Members of the bargaining unit shall have first opportunity to provide substitution.

#### **15. RECORD OF EMPLOYMENT**

In the event of layoff due to lack of available work and/or when Summer Employment is not offered to an Employee, the Employer agrees to issue a Record of Employment on or before July 1<sup>st</sup> of each year or on the last pay period, whichever is sooner.

#### **16. PROFESSIONAL ACHIEVEMENT BONUS**

- a) The Professional Achievement Bonus, in the minimum amount of two thousand fifty dollars (\$2050) for Head Director and one thousand five hundred fifty dollars (\$1550) for Director(s), less statutory deductions, will be paid to the Employee on or before May 30<sup>th</sup> of each year if each of the following preconditions are met:
  - i. The Employee prepares, and sends to all parents a Parent Music Newsletter (six (6) times per year) and Monthly Calendar;
  - ii. The Employee organizes and attends one (1) Parent Observation day during the first term (September to January), one (1) Student Led Conference during the second term (February to June), one (1) Parent/Teacher Conference (for first term) and prepares two (2) written report cards (distributed in January and June).
  - iii. The Employee participates in two (2) Public Events (up to four (4) hours each) during the school year.
  - iv. The Employee organizes and participates in one (1) Open House during the year.
  - v. It is understood by the parties that the listed events will normally occur. If some or any of the above events do not or cannot take place as voted by the Board, an employee shall still receive full payment of the Professional Achievement Bonus.

#### **17. SOCIETY INCENTIVE BONUS**

- a) Incentive bonus payments are evaluated each fiscal year based on both the success of the Society during the previous school year as well as grant funding. Upon Society review of the Society's level of attainment of its goals and objectives of the fiscal year, the total amount to be allocated for incentive compensation is mutually established by the Society and Employees. 'Fiscal year' for the purposes of this Agreement shall mean September 1<sup>st</sup> to August 31<sup>st</sup>.

- b) The amount will be calculated in accordance with seniority, upon completion of the school's fiscal year end, August 31<sup>st</sup>, what Society Incentive Bonus is to be paid to the Employee.
- c) The Society Incentive Bonus is based on receipt of the Community Gaming Grant. The Board will be responsible for applying for the Community Gaming Grant on an annual basis. The amount paid to employees will not fall below \$5000, calculated as fifty per cent (50%) to Head Director and fifty per cent (50%) to Director. It is agreed that the Society Incentive Bonus is payable to Employees on or before November 1<sup>st</sup> of each year.

## 18. LEAVES

### a) Professional Development:

- i. The Salaried Employee(s) shall have two (2) paid Pro-D days per school year to be aligned with the School District No. 43 Provincial Pro-D days for the purpose of attending a Society approved Professional Development course, conference or seminar. Professional Development days are to be considered one (1) full day of work.
- ii. Professional Development courses associated fees are to be paid by the Society.
- iii. To assist with the Employee's Professional Development, the Society may agree to pay for courses leading to a Diploma or Certificate related to school business, subject to availability of funding and on such terms and conditions as may be required by the Society Board from time to time.

### b) Sick Leave / Family Illness Leave

- i. All salaried Employees shall be entitled to sick leave / family illness leave on the basis of twelve (12) days per school year. An Employee who has exhausted accumulated sick leave/family leave credits shall be placed on leave without pay. Employees will endeavor to notify the Employer as soon as possible in order to allow ample time to arrange coverage.
- ii. An employee who is required to isolate due to a communicable disease, in accordance with the BC/CDC guidelines, shall be paid at their full salary or wage and shall not have days absent deducted from sick leave/family leave.
- iii. It is understood that unused days are not transferrable year to year.

### c) Bereavement Leave

- i. Salaried Employees shall be granted up to five (5) days leave, without loss of salary or wages, to be off work due to the death of a direct relative in the family. Bereavement

days do not need to be taken consecutively. Hourly Employees shall be granted one (1) day leave without loss of pay. Additional days may be granted upon request. At the discretion of the Society, it is understood that employees may individually define 'direct relative'. This definition shall not be unreasonably denied.

- ii. Up to one (1) day of paid leave shall be granted to attend a funeral.

d) Annual Vacations & Vacation Pay for Salaried Employees

- i. It is understood that vacation is to normally be taken during Winter Break, Spring Break, and Summer Break in accordance with School District No. 43 calendar. Additional vacation may be applied for at least two (2) weeks in advance of requested vacation during the school year and shall not be unreasonably denied. Employees will have the option to carry over up to five (5) days of unused vacation for one (1) fiscal year. Employees will notify the Society by May 1<sup>st</sup> of each year if they wish to carry over vacation. Any other unused vacation is to be paid out at June of each year.
- ii. Employees shall receive annual vacation entitlement as shown below:

|                        |                     |
|------------------------|---------------------|
| 0 to 2 Complete Years  | 4 weeks             |
| 3 to 6 Complete Years  | 4 weeks plus 3 days |
| 7 to 10 Complete Years | 4 weeks plus 5 days |

- iii. It is understood that alternating Fridays and Friday afternoons granted to Employees shall not count as vacation time.

e) Annual Vacations & Vacation Pay for Hourly Employees

- i. Hourly employees shall be placed on paid vacation during Winter Break and Spring Break in accordance with School District No. 43 calendar.

f) Sick / Bereavement Leave on Vacation

Sick / Bereavement Leave may be substituted for vacation where it can be, by the Employee that an illness, accident or bereavement occurred while he or she was on vacation, provided notice is given to the Employer as soon as the need arises.

g) Statutory Holidays

- i. All regular salaried Employees shall be paid for the following statutory holidays:

|                  |                 |                                 |
|------------------|-----------------|---------------------------------|
| New Year's Day   | Family Day      | Good Friday                     |
| Easter Monday    | Victoria Day    | Canada Day                      |
| BC Day           | Labour Day      | Day of Truth and Reconciliation |
| Thanksgiving Day | Remembrance Day | Christmas Day                   |
| Boxing Day       |                 |                                 |

and any other day proclaimed by the Federal and / or Provincial Government.

- ii. When statutory holidays fall on a Saturday or a Sunday and no day is proclaimed in their stead, then such holidays shall be added to the next annual vacation of each Employee.

h) Leave of Absence

Written request for leave of absence shall be made to the Society President or his / she designate seventy-two (72) hours prior to the requested absence. The seventy-two (72) hour requirement may be waived in emergent circumstances as determined by the Employer.

i) Leave of Absence Jury Duty and / or Crown Witness

It is understood and agreed that where an Employee is required to serve on a Jury or as a Crown Witness, and is absent from duty, said Employee should continue to receive his/her regular wage rate or salary. It is further agreed and understood that said Employee shall turn over or cause to be turned over to the Society, any monies received as jury pay, other than meals and mileage.

j) Time Off for Union Business and Activities

Leaves of absence without loss of seniority are to be granted, in all cases subject to the requirements of the Society to operate and manage its affairs:

- i. Without pay to Representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming Employees for whom the request applies;
- ii. Without pay to Representatives of the Union to attend to Union business which requires them to leave their premises of employment, when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming the Employees for whom the request applies;
- iii. With pay to Employees who are Representatives of the Union's bargaining committee when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming the Employees for whom the request applies;
- iv. With pay to named and recognized Stewards to perform duties as may be necessary for the administration of the Agreement.

**19. TERMINATION OF SERVICE AND SEVERANCE PAY**

- a) The Society will give Employees who have completed their probation period with less than one (1) year of service, two (2) calendar weeks' notice, or two (2) calendar weeks' pay in lieu of notice when an Employee's services are no longer required.
- b) The Society will give Employees, with one (1) to three (3) years' service, one (1) month's notice or one (1) month's salary in lieu of notice, when an Employee's services are no longer required.
- c) The Society will give Employees, with three (3) to five (5) years' service, two (2) months' salary in lieu of notice, when an Employee's services are no longer required.
- d) The Society will give Employees, with greater than five (5) years' service, three and one-half percent (3.5%) of annual salary for each year of seniority up to a maximum of twelve (12) months' salary.
- e) Wherever possible, an Employee will give the Society two (2) calendar weeks' notice of termination of employment.

## **20. DISMISSAL**

- a) Employees, for just cause, may be dismissed without notice and at the time of such dismissal shall be entitled to all earned, accumulated and statutory benefits. Any Employee dismissed with or without notice and/or benefits shall retain the right to the established grievance procedure outlined in this Agreement.
- b) Where an Employee has been dismissed with or without notice and has submitted an appeal in accordance with the provisions of the grievance procedure contained in this Agreement and as a direct result is subsequently reinstated, he or she shall be reimbursed with full pay for the period between dismissal and reinstatement.
- c) Where an Employee is dismissed for just cause, the Society shall advise the Employee and the Union, at the time of dismissal in writing, of the reason for dismissal.
- d) The Parties agree that casual Employees who are terminated have access to the grievance procedure.

## **21. LAYOFF AND RECALL**

### **a) Definition**

A layoff shall be defined as a reduction in the work force, or any reduction of hours for any Employee. No other form of layoff shall be made until there is consultation with the Union.

### **b) Layoff Procedure**

- i. The Employer shall notify incumbents when positions are subject to layoff. An Employee with the least seniority shall be the first laid off. Thereafter Employees may exercise their rights to bump on a seniority basis. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right holds the necessary qualifications, to perform the work of the less senior Employee. The right to bump shall include the right to bump up.
- ii. The Parties agree that any reduction in hours will be deemed as a layoff. All laid off Employees shall be given the option to accept the hours as reduced or receive severance.
- iii. If a position is eliminated by the Employer, and subsequently reinstated within a period of sixty (60) calendar days from the date of the notice of layoff, the Employee who previously held that position shall be given the opportunity to return to that position. Any resulting vacancy shall be subject to the posting provisions.

c) Recall Procedure

- i. Employees shall be recalled in the order of their seniority.
- ii. It is the responsibility of each Employee to maintain a current telephone number and mailing address with the Employer at all times. The Employer will contact, personally, the Employee to be recalled by telephone, registered letter or courier to the mailing address last provided by the Employee.
- iii. Employees who are laid off shall remain on the recall list for a period of one (1) year from the date of layoff
- iv. When a former Employee is subsequently re-employed on permanent staff within one (1) year, he or she shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.

**22. SEXUAL AND PERSONAL HARASSMENT**

- a) The Union and the Society recognize the right of all Employees to work in an environment free from sexual and personal harassment.
- b) No Employee shall be subject to reprisal or threat of reprisal as a result of filing a grievance under this clause. It is recognized, however, that false or malicious complaints may damage the reputation or be unjust to other Employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged. Complaints of sexual or personal harassment shall be treated in strict confidence by the Society and the Union.

In witness hereof, the Parties have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE EMPLOYER:**

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*[Handwritten signature]*

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**FOR THE UNION:**

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*[Handwritten signature]*

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\_\_\_\_\_

**SCHEDULE A**

**SCHEDULE OF WAGES**

**BI-MONTHLY:**

|                          | <b>JAN 1/22</b> | <b>JAN 1/23</b> | <b>JAN 1/24</b> | <b>JAN 1/25</b> | <b>JAN 1/26</b> |
|--------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|                          | <b>3%</b>       | <b>3%</b>       | <b>3%</b>       | <b>3%</b>       | <b>3%</b>       |
| <b>HEAD<br/>DIRECTOR</b> | <b>2530.84</b>  | <b>2606.77</b>  | <b>2684.97</b>  | <b>2765.52</b>  | <b>2848.49</b>  |
| <b>DIRECTOR</b>          | <b>1868.38</b>  | <b>1924.43</b>  | <b>1982.16</b>  | <b>2041.62</b>  | <b>2102.87</b>  |

## SCHEDULE B

### A. Head Director

- a) The Parties agree that, during the school term, the Employee will be required to work additional hours beyond normal classroom hours and the Employee will not be paid any additional compensation for such work. Such additional hours will include hours for Classroom Preparation, Special Occasions (Christmas Concert, Year- End Picnic, other events), meetings with the Society, Open Houses, Field Trips, meetings with the Head Director / other Directores, Director / Parent meeting, Student Led Conferences and preparation of report records (collectively the 'Additional Work').
- b) In addition to the foregoing, and without limiting the right of the Society to assign to the Employee such duties as are commensurate with the position of Head Director of a Montessori Preschool, the Employee will be responsible for following:
  - c) Attending monthly Society meetings and provide an update to the Society on any concerns or issues relevant to the operation of the school;
  - d) Attending Annual General Meetings;
  - e) Notifying the Teacher Liaison or President of the Society on the event that a personal emergency prevents the Employee from fulfilling any of the Employee's duties and responsibilities;
  - f) In the event that a school closure occurs due to poor weather or other event beyond the control of the Society or the Employee, the Employee will work from home if reasonably possible. The Employee will assist in calling parents to inform them of any school closures;
  - g) Ensuring that the Employee complies with all applicable government, health, and licensing requirements and Regulations;
  - h) Ensuring that any tasks relating to enrolment, classroom management, parent communications and simple administrative duties;
  - i) First Aid Certification shall be kept up to date. All associated costs are with the Society.

B) Director

- a) The Parties agree that during the school term, Employees will be required to work additional hours beyond normal classroom hours and the Employee will not be paid any additional compensation for such work. Such additional hours will include, but not be limited to, hours for Classroom Preparation, Special Occasions (Christmas Concert, Year - End Picnic, other events), meetings with the Society, Open Houses, Field Trips, meetings with the Head Director / other Directores, Director / Parent meetings. Student Led Conferences and preparation of report records (collectively the "Additional Rate").
- b) In addition to the foregoing, and without limiting the right of the Society to assign to the Employee such duties as are commensurate with the position of Director of a Montessori Preschool, the Employee will be responsible for the following:
- c) Notifying the Teacher Liaison or President of the Society on the event that a personal emergency prevents the Employee from fulfilling any of the Employee's duties and responsibilities;
- d) Ensuring that the Employee complies with all applicable government, health, and licensing requirements and Regulations;
- e) Assisting with any tasks relating to enrolment, classroom management, parent communications and simple administrative duties;
- f) Attend Annual General Meetings;
- g) In the event that a school closure occurs due to poor weather or other event beyond the control of the Society or the Employee, the Employee will work from home if reasonably possible. The Employee will assist in calling parents to inform them of any school closures;
- h) First Aid Certification shall be kept up to date. All associated costs are with the Society.

C) Teaching Assistant(s)

- a) Notify the Teaching Liaison or President of the Society on the event that a personal emergency prevents the Employee from fulfilling any of the Employee's duties and responsibilities;
- b) Ensure compliance with all applicable government, health, and licensing requirements and Regulations;
- c) Assist with any tasks relating to enrolment, classroom management, parent communications and simple Administrative duties;
- d) First Aid Certification shall be kept up to date. All associated costs are with the Society.

## LETTER OF AGREEMENT

### **EARLY CHILDHOOD EDUCATORS (ECE) RECRUITMENT AND RETENTION EMPLOYMENT INCENTIVES**

The Society agrees to take part in the recruitment and retention program if available by applying, tracking, and reporting to the Ministry of Children and Family Development.

Organizations will be required to capture and track specific information for each eligible ECE employee, at each eligible facility, both during the retroactive period, and for hours worked January 1, 2019, and forward, such as:

- Facility name
- CCOF Organization ID #
- CCOF Facility ID #
- ECE name
- ECE Registration #
- ECE Certificate expiry date
- Current hourly wage. If salaried, estimated hourly wage
- Total number of hours worked, including overtime

\*cope491

LOCAL\_561\_08\_and\_Childrens\_House\_Montessori\_Collective\_agreement\_Jan\_1\_2022\_to\_June\_30\_2026