

COLLECTIVE AGREEMENT

Between:

**Fort Townshend Child Care Co-operative
Association**

-AND-

**Canadian Union of Public Employees, Local
4554-02**

July 1, 2023 – June 30, 2025



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LAND ACKNOWLEDGEMENT

We respectfully acknowledge the province of Newfoundland and Labrador as the ancestral homelands of many diverse populations of Indigenous peoples including the Beothuk, who have contributed to 9,000 years of history on the island of Newfoundland. Today, this province is home to diverse populations of Indigenous and other people. We acknowledge with respect the diverse histories and cultures of the Mi'kmaq, Innu, and Inuit. We honor this beautiful land together as we strive for collective healing and true reconciliation.



ARTICLE 1 - PREAMBLE

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

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union,
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations,
- (d) To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union,
- (e) To encourage and promote co-operation and mutual support between early childhood educators, the Employer and Parents, recognizing that all these groups have an essential interest in obtaining the best conditions for childcare, and
- (f) To work together to ensure that the organization survives, grows and yields benefits for everyone.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 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 shall be decided through the grievance and arbitration procedures.

2.02 The Employer shall not exercise its right to direct the working forces in a discriminatory manner.

2.03 The functions of management shall not be exercised in any manner inconsistent with this Collective Agreement nor in an unreasonable, arbitrary, or discriminatory manner.

ARTICLE 3 - DEFINITIONS

3.01 In this Agreement:

- (a) "Bargaining Unit" shall mean the Bargaining Unit recognized in Appendix "B" of this Agreement.
- (b) "Board" shall mean the Board of Directors of Fort Townshend Child Care Centre.
- (c) "Day" shall mean a working day unless otherwise stipulated in this Agreement.
- (d) "Employee" shall mean a person who is employed in a position included in the bargaining unit, as defined by Schedule A, on a contractual, part-time, substitute or permanent basis.

- i. "Contractual Employee" shall mean an employee who is employed in a post which has not been established as a permanent post in the Employer for the purpose of performing certain specified work and whose terms of employment are specifically stated in the employee's letter of appointment. Contractual Employees shall not perform bargaining unit work.
 - ii. "Part-time Employee" shall mean a person who ordinarily works less than the full-time hours of work prescribed in Article 16 - Hours of Work.
 - iii. "Permanent Employee" shall mean an employee who has completed the probationary period and is employed without reference to any specific date of termination of service.
 - iv. "Temporary Employee" shall mean an employee hired for a specified term and/or to complete a specified task. The policies and procedures apply to all temporary employees.
 - v. "Probationary Employee" A probationary employee is an employee has not yet finished the probationary period of employment.
 - vi. "Casual Employee" shall mean an employee who does not work regularly scheduled full-time or part-time hours and is called in on an as-needed basis.
- (e) "Employer" shall mean the Fort Townshend Child Care Co-operative Association
 - (f) "Layoff" shall mean a temporary cessation of employment of an employee because of lack of work or because of the abolition of a post.
 - (g) "Month of Service" shall mean a calendar month in which an employee is in receipt of full salary for the prescribed number of regular working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay for twenty (20) days or less but does not include an employee who is on Long-Term Disability.
 - (h) "Spouse" shall mean a person who is either married to an employee, or although not legally married to an employee, has cohabitated with the employee in a conjugal relationship for at least twelve (12) months.
 - (i) "Union" shall mean the Canadian Union of Public Employees, Local 4554-02.
 - (j) When a word in the singular number or either gender is used in this Agreement, it shall be construed as if the plural number or the other gender has been used and vice-versa where the context requires.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4554-02 as the sole and exclusive collective bargaining agent for all the employees, save and except those is positions listed in Schedule "B", and hereby agrees to negotiate with the Union, or any of its authorized committees,

concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

4.02 Work of the Bargaining Unit

The Administrator shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the parties.

One such case where Bargaining Unit work may be completed by the Administrator is when the Administrator must fill in temporarily to ensure ratios are met, and meals are prepared, where a Bargaining Unit member is on break, or otherwise absent from the workplace.

4.03 Permanent, Part-Time, Temporary, Casual, and Probationary Employees

This Agreement is fully applicable to all part-time, temporary, casual, or permanent employees on a pro rata basis unless otherwise specified.

4.04 No Other Agreement

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

ARTICLE 5 - NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer 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, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason as outlined in the *Human Rights Act* nor by reason of membership or activity in the Union.

5.02 Workplace Diversity and Inclusion

The parties agree to promote workplace diversity and inclusion and, where appropriate, work together to facilitate the implementation of policies and practices that are inclusive and non-discriminatory in nature and effect, and which are consistent with the terms and conditions of the Collective Agreement.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All employees of the Employer, except for employees filling classifications in Schedule B, as a condition of continued employment, shall become and remain members in good standing of the Union. All new employees filling classifications as listed in Schedule "A" of this Agreement, shall, as a condition of continued employment, become and remain members in good standing in the Union on the day they are hired.

6.02 Orientation - Union Opportunity

Subject to the approval of the applicable Manager for an employee to be away from their workplace, a designated Union representative shall be provided with an opportunity to meet with each new

unionized employee during the orientation process. Such a meeting will be held during regular working hours, without loss of pay, whenever possible, and will be for a maximum duration of thirty (30) minutes. The purpose of this meeting will be to acquaint each new employee with the terms and conditions of the collective agreement. Whenever possible, such meetings will take place on a group basis during the orientation process for new employees.

ARTICLE 7 - CHECK OFF UNION DUES

7.01 Check-Off Payment

The Employer shall deduct dues, initiation fees or assessments from each employee, specified as a percentage of an hourly rate or a specified dollar amount or a combination of both, as requested in writing from the union.

7.02 Deductions

Deductions made from Union employees shall be forwarded to the Canadian Union of Public Employees, Local 4554-02, together with a list of addresses, employment status, classifications, and employer service of all Union employees on a monthly basis. A list of addresses and classifications of all union members shall be provided to CUPE Local 4554-02 upon their written request.

7.03 Dues Receipts

The Employer shall include the amount of union dues deducted from each union member on employee's annual T4 slips.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

The Employer shall not bargain with or enter into any agreements or meetings with an employee or group of employees in the Bargaining Unit unless mutually agreed. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

Likewise, the Employer shall supply the Union, upon its request, with a list of its personnel with whom the Union may be required to transact business.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall have a maximum of three (3) members, no more than two (2) of whom are employees of the Employer. The Union will advise the Employer of the Union nominees to the Committee.

8.03 Representative of CUPE

The Union shall have the right at any time to have the assistance of National representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such

representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The representative(s) or local executive shall notify the Administrator or the Administrator's designate and the Administrator or the Administrator's designate may accompany such Union representative(s).

8.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

8.05 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 to attend collective bargaining meetings, with the Employer, held within working hours whenever possible, without loss of remuneration.

8.06 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, classifications in the Bargaining Unit, wage rates, financial and actuarial information pertaining to pension and group benefit programs and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

8.07 Labour Management Committee

The Union and Employer jointly agree to establish a Labour Management Committee with equal representation. The Committee will discuss matters affecting the parties to this Agreement that cannot be dealt with through existing Collective Agreement Committees. A Sub-Committee may also be struck, with equal representation, to deal with issues. Meetings will be held on a date and time to be mutually agreed upon during regular business hours, whenever possible. Representatives of the union who are required to attend meetings outside their normal scheduled shift shall be paid for the time they are involved in such meetings in accordance with Article 18.02 of this Agreement. Minutes of meetings will be made available to the Union within one week after meeting dates. The Union will inform the Committee's Recording Secretary of items it wishes to place on the agenda and the Employer will notify the Union President on the Friday prior to the meeting. Special meetings will be held as soon as possible, if mutually agreed.

ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

9.01 Employer Shall Notify the Union

The Employer agrees that any Board decisions dealing with conditions of employment which affect employees within the Bargaining Unit shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, speak to them before they are implemented or reviewed by the Board.

9.02 Copies of Documents

Copies of all Public/Parent Notices, and all Bylaws or Rules and Regulations will be made available to staff following their issuance or implementation.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards in preparing and presenting employee's grievances in accordance with the grievance procedure.

10.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. It is agreed that Shop Stewards will not absent themselves from their place of work for the purpose of processing grievances through the steps of the grievance procedure, without having first obtained the permission of the Administrator, such permission will not be unreasonably withheld. Union Representatives acting in their respective capacities shall not suffer any loss of pay or benefits for time spent processing grievances through the grievance procedure.

10.03 Definition of Grievance

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

10.04 Settling of Grievance

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

Step 1: The aggrieved employee(s) will submit the grievance to the employee's Steward. If the employee's Steward is absent, the employee may submit the grievance to another Steward and/or another member of the Grievance Committee. At each step of the Grievance procedure, the Griever shall have the right to be present.

Step 2: If the Steward and/or the Grievance Committee consider the grievance to be justified, the Steward or the Committee will first seek to settle the dispute with the Administrator within ten (10) working days of the occurrence of the matter giving rise to the grievance.

Step 3: Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Steward will, within a further ten (10) working days, submit to the Board of Directors a written statement of the particulars of the grievance and the redress sought. The Board of Directors shall render a decision within ten (10) working days after receipt of such notice.

Step 4: Failing a satisfactory settlement being reached in Step 4, the Union or the Employer may refer the dispute to arbitration.

For the purpose of Article 10, working days shall mean Monday to Friday, inclusive, with the exception of holidays recognized in this agreement, in accordance with Article 16 of this Agreement.

Note: The parties may mutually agree to non-binding mediation at any stage of the grievance procedure, the expenses of which will be borne equally by both parties. Mediation will be at all times by voluntary participation.

10.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.

10.06 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

10.07 Grievance on Safety

An employee, or group of employees, who believe the work is unsafe and who have followed the Occupational Health and Safety Procedure for reporting unsafe work shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

10.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

10.09 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

10.10 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

10.11 Failure to Act within Time Limits

If the Union or the Employer fails to process a grievance to the next step of the grievance procedure within the time limits specified, notwithstanding Article 11.07, the Arbitration Board or Arbitrator shall give consideration as to whether the time limits have been reasonably adhered to and may adjust the award accordingly.

10.12 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and 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 the arbitrator deems just and equitable.



ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail, letter, or email, addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by Registered Mail, letter, or email, indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson.

11.02 Failure to Appoint

If the party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister responsible for labour relations within the Province of Newfoundland and Labrador, upon request of either party.

11.03 Board Procedure

The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representation. In its attempts at justice, the Board of Arbitration shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the Chairperson is appointed.

11.04 Decision of the Board

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

However, the Board of Arbitration shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

11.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board within forty-five (45) days of the date of the decision to reconvene the Board to clarify the decision. The Board shall render its interpretation/clarification as soon as possible after the reconvened hearing.

11.06 Expenses of the Board

Each party shall pay:

The fees and expenses of the nominee it appoints; and

One-half of the fees and expenses of the Chairperson.



11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

11.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.09 Single Arbitrator

Where the parties mutually agree, a sole Arbitrator may be appointed in place of a Board of Arbitration. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one-half of the fees and expenses of the Arbitrator.

ARTICLE 12 - INVESTIGATIONS, DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 (a) Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

If the Employer is unable to deal with or investigate such an incident within five (5) working days of it being brought to the attention of the Chair of the board of Directors and/or their designate, the employee will be notified in writing that the issue is not resolved. In no instance will the investigation take more than twenty (20) working days unless there is mutual written consent between the Employer and the Union. However, the Employer will endeavour to deal with such issues in an expedient manner.

The record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse report.

The employee shall be responsible to request that any such documents be removed and written confirmation as such shall be provided to the employee.

(b) Suspension

If Written Warning(s) do not produce the desired changes in employee performance or behaviour, a Suspension may be issued. A Suspension is a temporary absence from work without pay. A signed copy of the letter of Suspension will be placed in the employee's personnel file. This step may be omitted when the conduct of the employee amounts to just cause for termination. Written documentation of the Suspension shall be forwarded to the Secretary of the Union, with a copy to the employee involved.

(c) Discharge

An employee may be dismissed but only for just and reasonable cause and only upon the authority of the Employer.

12.02 Discharge and Suspension Procedure

When an employee is discharged or suspended, the employer shall give the employee the reason for such discharge in writing, or in the presence of the Shop Steward. Such employee and the Union shall be advised promptly in writing, with a copy forwarded to the Secretary of the Union by the Board of Directors or designate of the reason for such discharge or suspension.

If the employer conducts an interview or holds a meeting with any employee regarding allegations of misconduct, which may result in discipline or discharge, the employee will have the right to have a shop steward present at the interview or meeting.

12.03 May Omit Grievance Steps

An employee considered by the Union to be unreasonably or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

12.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the former classification without loss of employer service and shall be compensated for all time lost in an amount equal to the normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Access to Personnel File

Upon the written request to the Administrator, employees shall have the right to have access to and review their personnel file in the presence of the Administrator.

ARTICLE 13 - SENIORITY

13.01 Definition

Seniority shall operate on a bargaining unit wide basis as set out herein.

Seniority shall be used in determining preference or priority for promotions, transfers, demotions, Lay-offs, recalls and vacation (vacations occurring between May 1 and October 31 each year, and requested before April 1 each year).

When more than one employee is hired on the same day, seniority shall be assigned alphabetically based on their name, surname then first name, as it appears on their application form.



13.02 Seniority List

The Employer shall maintain a seniority list showing the employee's seniority number, employment status, classification, and the length of employer service accumulated with the Fort Townshend Child Care expressed in total years, months, days, and hours (based on regular hours). Employees will be assigned a seniority number upon date of hire. The seniority list shall be posted on bulletin boards on January 1st and July 1st of each year and copied to the Union.

A seniority number shall be assigned to each employee which will be retained by the individual until loss of seniority as per Article 13.04, at which point the number shall be retired and not subsequently issued to any other employee.

Any objections must be filed with the Employer in writing within thirty (30) days of posting. Any employee on approved leave when the seniority list is posted shall have the right, upon return to work, to file an objection in writing within thirty (30) days of the date of return to work. After that period, the Seniority List shall be deemed correct for that list and all future lists subject only to changes between lists.

13.03 Probation for Newly Hired Employees

Newly hired employee(s) shall be on probation for a period of three (3) months (520 hours for 40-hour employees) from the date of hiring and such period may be extended by mutual agreement. Part-time, temporary, and casual employees shall be on probation for a period of 480 hours of work and such period may be extended by mutual agreement.

During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge (Article 12) and benefits (Article 25). 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 5.01, as the basis of termination.

13.04 Loss of Seniority

An employee shall lose seniority and deemed to have severed employment in the event:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns in writing and does not withdraw the resignation within two (2) working days.
- (c) The employee is absent from work for more than five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (d) The employee fails to return to work within seven (7) calendar days following a recall and after being notified by Registered Mail to the last known address to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- (e) The employee is laid off for a period longer than two (2) years.
- (f) The employee is permanently disabled and is unable to perform work duties.



- (g) The employee retires.
- (h) The employee is occupying a non-bargaining classification for more than five (5) years.

13.05 Transfers and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a classification outside the Bargaining Unit without the employee's consent.
- (b) If an employee is transferred to a permanent classification outside of the Bargaining Unit, the employee shall retain their seniority number.
- (c) Employees transferred outside the Bargaining Unit to a permanent classification can only return to the Bargaining Unit by applying for a posted classification and being awarded such a classification unless otherwise specified.
- (d) Employees transferred to a permanent classification outside the Bargaining Unit and dismissed for just cause cannot return to the Bargaining Unit.
- (e) Any employee who accepts a permanent classification outside the Bargaining Unit for a period of five (5) years shall lose their seniority number referenced in 13.05(8).
- (f) Any employee temporarily appointed to a management classification outside the Bargaining Unit shall retain their seniority number. The employee will revert to their former classification in the Bargaining Unit upon completion of their temporary assignment outside the Bargaining Unit. Employees temporarily appointed outside the Bargaining Unit will only have access to the grievance procedure for disciplinary and dismissal procedures.

13.06 Role of Seniority in the Day-to-Day Assignments

Seniority shall play a role in the day-to-day assignment of duties. Provided that at the time of assignment the employee with the greatest seniority is already assigned elsewhere, then the available employee with the least seniority shall be reassigned, provided the employee has the ability and qualifications to perform the duties available, and if ratios can be met.

13.07 Accumulation of Employer Service

Employer Service shall continue to accumulate for workers compensation, long-term disability, sick leave, and other leaves as stipulated within the collective agreement. While on probation, employer service shall continue to accumulate for unpaid leave of absence (for medical reasons) subject to the continued provision of a medical certificate. Employer service shall not accumulate while on layoff.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new classification is created, inside the Bargaining Unit, the Employer shall notify the Union in writing and post the job online, so that all members will know about the vacancy or new classification. Internal applicants shall be given priority over external applicants.



When the Employer is advised, in writing, that an employee is not able to fill his or her normal classification due to sick leave, long-term disability, workers' compensation, or an approved leave of absence for a period of more than eight (8) weeks, the Employer, prior to filling the classification, will post such a classification.

14.02 Information in Postings

Such notice shall contain the following information: nature of classification, duties, qualifications, shift, hours of work, wage rate or salary range. Such qualifications shall not be established in an arbitrary or discriminatory manner.

14.03 Advertising-Inside/Outside

No outside advertising for existing vacant bargaining unit positions shall be placed until present employees have been given 48 hours' notice, so they can apply before any external applicants. Notwithstanding the foregoing, advertising for the purpose of filling vacancies or new classifications outside the bargaining unit, may be posted simultaneously with posting under Article 14.01.

All union members with more seniority than the successful applicant who applied for such classifications and are unsuccessful shall be provided in writing, upon written request by the union member, with the reasons for the applicant's failure to acquire such classifications.

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) The principle of promotion within the employ of Fort Townshend Child Care Centre; and
- (b) That job opportunities should increase in proportion to seniority.

Therefore, in making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the lowest seniority number and having ability and sufficient qualifications. Appointments from within the Bargaining Unit shall be made within four (4) weeks of posting.

14.05 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months and such period may be extended by mutual agreement. Conditional on satisfactory performance service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the classification during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former classification, wage, or salary rate. Any other employee promoted or transferred because of the rearrangement of classifications shall also be returned to the former classification, wage, or salary rate.

14.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and revert to the former classification if the required qualifications are not met within such time.



14.07 Union Notification

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

14.08 Worker with Disability and Older Worker Provision

An employee who has become incapacitated by injury or illness shall be employed in other work which the employee can do, if such a classification is available. Such employees may not displace an employee with greater seniority.

An employee, who, through advancing years or temporary disablement, is unable to perform regular duties, shall be employed in other work that the employee can do, provided such work is available. Such employee may not displace an employee with greater seniority.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Definition of Lay-off

A layoff shall be defined as a reduction in the work force.

15.02 (a) Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to seniority.

In the event of a layoff, employees shall be laid off in reverse order of their seniority within their specified employment status (i.e., permanent, part-time, temporary, and casual), if those being retained have the ability and sufficient qualifications to perform the work required.

(b) Role of Seniority in Exercise of Bumping Right

After giving notice of layoff, an employee must give written notice of their intent to bump and the identity of the employee to be bumped within five (5) working days of receiving a notice of layoff. In all circumstances, all bumps must be completed within the timeframe of the original layoff notice. The timeframe may be extended by mutual agreement.

Casual, temporary, or part-time employees shall be laid off before any permanent employees are laid off provided that the permanent employees retained have ability and sufficient qualifications to perform the work required.

A permanent or permanent part-time employee affected by a layoff shall have the right to bump any other employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

A part-time employee affected by a layoff shall only have the right to bump any other part-time or temporary employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

A temporary employee affected by a layoff shall only have the right to bump any other temporary employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.



A casual employee affected by a layoff shall only have the right to bump any other casual employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

An employee who bumps another employee with permanent part-time status will be required to identify the employee to be bumped and will be eligible to work the balance of the hours scheduled for that employee. The employee exercising the right to bump will be eligible for additional hours in any new schedule to be posted in accordance with Article 16.02.

15.03 Recall Procedure

- (a) Employees shall be recalled first in the order of their seniority within their specified employment status at time of layoff and thereafter in order of their seniority provided that those employees being recalled have the ability and sufficient qualifications to perform the work required.
- (b) Employees who exercise the right to bump under Article 15.02 (b) will retain the right to be recalled to their normal classification, which is obtained through the hiring/posting process prior to the posting of the position, for a maximum period of twenty-four (24) months from the date of the initial bump.
- (c) When an employee is recalled in accordance with Article 15, the employee shall advise the Employer at the time of initial contact of the date he or she is available to return to work within the seven (7) day recall period referenced in Clause 13:04(d).
- (d) When an employee is unable to answer a recall because of illness or injury, he or she shall continue to accumulate employer service subject to a maximum period of six (6) months with the provision of an acceptable medical certificate.

15.04 No New Employees

New employee(s) shall not be hired until those laid off have been given an opportunity of recall provided that those employees being recalled have the ability and sufficient qualifications to perform the work required.

15.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall:

- (a) Notify part-time and casual employees who are to be laid off ten (10) working days prior to the effective date of layoff.
- (b) Notify permanent employees who are to be laid off one (1) month prior to the effective date of lay-off.

If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

15.06 Layoffs/Recalls for Temporary Employment

- (a) No layoff notice will be required for employees recalled for periods of time of two (2) weeks or less in duration, when the layoff notice is included in the recall notice. An employee

who refuses temporary employment for periods of short duration shall not lose the right of recall if they refuse because of illness, accompanied by a medical certificate, or refuse a recall to a classification other than their normal classification.

(b) Recalls for the purpose of replacing employees who are unable to perform their duties due to illness, workers' compensation, long-term disability, or approved leave of absence will be subject to a minimum recall period of one day. All other recalls will be subject to a minimum recall period of one week.

(c) It is the responsibility of the employee to ensure that his/her current address is reported to the Employer.

(d) In the event there is a need to recall, the applicable procedure set out in Article 15.03 or 15.06 will be applied, but where the Employer has an immediate need to recall an employee and the senior employee is not able to be contacted by telephone, or for just cause is not immediately available to report to work, the Employer may recall the first available, qualified person next on the seniority list. The most senior qualified employee who was not available or could not be reached will then replace the employee who reported immediately upon his/her availability for the duration of the leave and/or the extension of the specified period.

15.07 Grievance on Lay-offs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of Work/Work Week – Operations

(a) Hours of Work

Except as hereinafter provided, the regular workday shall not commence before 7:30 a.m. nor finish later than 5:30 p.m. No eight (8) hour shift shall be spread over a period longer than eight and one half (8½) hours, with one hour off for lunch. This shall be one-half (½) hour paid and one half (½) hour unpaid.

Employees working less than eight (8) hours in a shift shall be entitled to a one-half (1/2) hour paid rest period.

(b) Work Week

Except as hereinafter provided, the regular work week for full-time employees shall consist of five (5) days from Monday to Friday, inclusive, for a total of forty (40) hours per week, unless otherwise stated.

16.02 Posting

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance of implementation. When an employee's days off are rescheduled or changed within forty-eight (48) hours of the originally scheduled days off, the employee shall be paid double time (2x) for hours worked on the originally scheduled days off.



16.03 Clean-Up/Change Period

Each employee who is scheduled to work the closing shift for the classroom, shall be granted a fifteen (15) minute clean-up/change period immediately prior to completion of the employee's shift.

ARTICLE 17 - OVERTIME

17.01 Overtime Define

All time worked before or after the regular workday and the regular work week, or a holiday, shall be considered overtime.

17.02 Overtime Work

Except in cases of emergency, four hours' notice shall be given before any employee is required to work overtime.

17.03 Regular Day

Overtime worked before and after the regular dally hours shall be paid for at the rate of time and one-half for the first three (3) hours and double time after three (3) hours in any one day or shift.

17.04 Holiday

In addition to regular holiday pay, double time (2x) shall be paid for all time worked on a holiday.

17.05 Fraction of Hours

For every fraction of an hour of overtime worked, employees shall be compensated as follows:

1 – 6 minutes	0.1 hour at overtime rates
7 – 12 minutes	0.2 hour at overtime rates
13 – 18 minutes	0.3 hour at overtime rates
19 – 24 minutes	0.4 hour at overtime rates
25 – 30 minutes	0.5 hour at overtime rates
31 – 36 minutes	0.6 hour at overtime rates
37 – 42 minutes	0.7 hour at overtime rates
43 – 48 minutes	0.8 hour at overtime rates
49 – 54 minutes	0.9 hour at overtime rates
55 – 60 minutes	1 hour at overtime rates

17.06 Calculating of Overtime Rates

An employee who is absent on approved time off during the scheduled work week because of sickness, bereavement, holidays, vacations, or other approved leave of absence shall, for the purpose of

computing overtime pay, be considered as if the employee had worked the regular hours during such absence.

17.07 Sharing of Overtime

The opportunity for overtime and call-out time shall be divided equally among those employees in the department regularly responsible for the work.

17.08 Overtime for Part-Time Employees

All time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime.

17.09 Accrual of Overtime

Employees shall have the option of taking earned overtime up to a maximum of five (5) days of regular pay in a calendar year to place in an overtime accrual bank. Employees shall provide a minimum of twenty-four (24) hours' notice of their request to access this leave to their immediate supervisor. Such accrued overtime shall not be taken in increments of less than two (2) hours. In addition to this overtime bank, employees may opt to defer payment of overtime for future pay-out within the same calendar year at the earned rate. Any unused/unpaid accrued overtime shall be added to the first pay in the next calendar year.

ARTICLE 18 - SHIFT WORK

18.01 Application of Shift Premium

Shift premiums shall be applied to all staff meetings, committee meetings, parent meetings, and all other meetings mandated by the employer, when such meetings occur outside of the normal working hours prescribed by Article 16.01 (a) of this Collective Agreement.

Shift premiums are paid in addition to overtime rates, when applicable.

18.02 Shift Premium

Employees shall receive a shift premium per hour additional compensation for all hours specified in Article 18.01 and such shift premium shall not be used in the calculation of overtime. Premium includes:

From 5:30 p.m. to 12:00 a.m. \$0.50

From 12:01 a.m. to 7:30 a.m. \$1.75

18.03 Change Shifts

Employees may switch a shift or shifts, provided the employee in question can perform the duties required and provided there has been eight (8) hours rest between shifts. A minimum of four (4) hours' notice must be given to the Employer if an employee is unable to perform the work required. The Employer reserves the right to refuse a change of shift if such a change would result in additional cost to the Employer.



ARTICLE 19 - HOLIDAYS

All permanent and temporary employees working full-time and part-time hours, who are covered by this Agreement, shall be granted the following Holidays with pay:

New Year's Day	Regatta Day
St. Patrick's Day	Labour Day
Good Friday	Day of Truth and Reconciliation
Victoria Day	Thanksgiving Day
June Holiday	Remembrance Day
Memorial Day/Canada Day	Christmas Day
St. George's Day	Boxing Day

During the Christmas season, FTCCC asks families to indicate in advance when their children will require care. Based on this information, the center will reduce its staff needs and offer additional paid holidays to employees, as the ratios allow. These additional paid holidays will be offered to employees on a revolving basis based on seniority. The employer and employees will work together to offer as equal amount of time off as possible.

ARTICLE 20 – VACATIONS & PERSONAL DAYS

20.01 Length of Vacations

All employees, except for Casual Employees and Temporary Employees, shall receive an annual vacation with pay in accordance with years of employment as follows:

Less than 6 months' service	0 days
6 to 12 months' service	1 working day earned per month of service
1 to 4 years' service	10 days per year
5 to 10 years' service	15 days per year
11 – 15 years' service	18 days per year
Greater than 15 years' service	20 days per year

Vacation days are to be used in the year they are designated for and cannot be carried over to another year. Employees will be paid the expected wages, less applicable statutory deductions, for unused vacation days on the anniversary of each year of service completed.



Any employee employed in the Inclusion Worker classification shall be entitled to the number of vacation days prescribed by this section, despite being otherwise treated as a Temporary Employee under this Agreement.

20.02 Approval of Vacation Time

Employees shall submit a written request for the approval of vacation days no less than 30 days prior to the requested vacation dates. The employer shall respond in writing to the employee's vacation request in no less than 3 business days. The employer shall not arbitrarily deny a vacation request and shall provide reasons to the employee in writing when a vacation request is denied.

Requests for vacations occurring between May 1 and October 31 each year, must be requested before April 1.

20.03 Part-Time Employees

Part -Time employees earn paid vacation at a rate proportional to the hours they work relative to full time hours. For example, if an employee works half the number of hours of a full-time employee, they will earn half the paid vacation of a full-time employee with the same number of years of employment.

20.04 Casual and Temporary Employees

In lieu of paid vacation, all casual and temporary employees, shall receive cash payment at the rate of four percent (4%) of regular earnings; all casual and temporary employees with greater than five (5) years' service shall receive cash payment at the rate of six percent (6%) of regular earnings. All Such payment will be included with their regular bi-weekly pay.

Notwithstanding the above, those employees with more than six (6) months continuous full-time employment, shall revert to an accrual vacation basis as per Article 20.03 and shall be eligible for a period of vacation. When such an employee is laid off, accrued vacation credits will be paid. When rehired, employees will have to requalify for accrued vacation.

20.05 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, it will not be counted as a used vacation day.

20.06 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, before taking vacation, shall be entitled to a proportionate payment of a salary or wage in lieu of such vacation, prior to termination.

20.07 Call Back from Vacation

An employee who is called back to work during vacation shall have the vacation time reimbursed plus reimbursement for travel time. Further, the employee shall be reimbursed for all expenses incurred by virtue of recall.



20.08 Approved Leave of Absence during Vacation

During annual vacation, eligibility for sick leave shall only be approved for periods in excess of one day upon acceptable medical certification being provided. The period of vacation displaced by sick leave shall either be added to the vacation period or reinstated for use at a later date by mutual agreement.

20.09 Overtime Vacation Rate

No employee shall be required to work during a scheduled vacation period. However, should an employee agree to work when requested during the employee's scheduled vacation, the employee shall be paid at double the regular rate of pay.

20.10 Personal Days

Employees are entitled to 2 personal days per calendar year. Employees must complete a Leave Request and get approval from the Administrator prior to using these days. Requests for personal days must be submitted 5 days in advance.

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Defined

Sick leave means the period an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act or days used for illness in the family.

21.02 Annual Paid Sick Leave

Sick Leave shall be earned by a Permanent Full-Time employee at the rate of one half (1/2) day for every month, until January 1st, in their first year of employment, at which point each employee is awarded 8 days of sick leave to use for that calendar year. Unused sick leave shall not be carried over from one calendar year to another. Employees will not be entitled to accrue sick leave benefits while on WHSCC benefits, LTD benefits, sick leave, or leaves of absence as provided for in Article 22, during the first fifty-two (52) weeks of such leave. There will be no further accruals for absences beyond fifty-two (52) weeks.

Part -Time employees earn paid sick leave at a rate proportional to the hours they work relative to full time hours. For example, if an employee works half the number of hours of a full-time employee, they will earn half the paid sick leave of a full-time employee.

After notifying the Administrator, an employee may avail of their sick leave days to provide for the needs of an ill family member or other mutually agreed person.

21.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) that the employee is absent for sick leave. If an employee requires time off from work for a reason defined in section 21.01 above, and has no accumulated paid sick leave days, the employee will

not be paid for the days that they are absent from the workplace, unless the employee has been approved for other paid leave, or unless an exception has been made under Article 21.06.

21.04 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for sick leave used for personal or family purposes in excess of two (2) working days, certifying that the employee was unable to carry out the employee's duties due to illness. An employee may also be required to produce a certificate for sick leave used for personal or family purposes in excess of seven (7) working days in a calendar year where sick leave is of two (2) days or less in duration.

21.05 Sick Leave During Lay-off

When an employee is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain the employee's cumulative credit if any existing at the time of such layoff.

21.06 Limit on Sick Leave

Employees are entitled to a maximum of eight (8) days of paid sick leave in a 12-month period. Upon written request to the Administrator, an employee with more than one (1) year of service who has exhausted their sick leave credits, and other available paid leave, shall be granted an extension of sick leave to a maximum of eight (8) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at a rate of one-half (1/2) of monthly accumulation. If the extended sick leave days are not repaid prior to the conclusion of the employee's service to the employer, then outstanding amount to be repaid shall be deducted from the employee's final pay.

21.07 Annual Employee Records

Annually, the Employer shall provide each employee with a detailed employee benefit statement which will outline in clear, simple, and concise terms the sick leave and vacation credits received by the employee. Such statement to be provided on or before February 28th of each year.

21.08 Notification of Sick Leave

The supervisor shall be notified at least one and one half (1.5) hours of the commencement of a shift of the reason for an employee being absent on sick leave.

21.09 Application of Sick Leave Provisions

- (a) The provisions of Article 21, sick leave, shall apply to all newly hired permanent, part-time, and temporary employees who will be credited sick leave as earned effective their date of hire. Temporary and part-time employees who have twelve (12) months accumulated employer service or six (6) months continuous full-time employer service shall be credited with eligible sick leave credits retroactive to the date of hiring.
- (b) Casual employees shall not have access to sick leave, or other leaves of this Collective Agreement.
- (c) Employees working less than the regular hours shall accumulate and receive benefits on a pro-rated basis.

- (d) Any employee who receives severance pay and who is subsequently rehired by the Employer, shall be treated as a new employee and any severance which may become payable will be accrued from the date of rehire.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Leave

(a) Leave of absence without loss of employer service to a total of ten (10) regular workdays annually shall be granted on the Union's written request to either one or more members of the Union to represent the Union at Labour Conventions, Schools, or Seminars, when operational requirements can be met in the employee's absence. The Union agrees that all written requests shall be submitted a minimum of thirty (30) working days prior to taking the actual time requested.

(b) Leave of Absence for Full-Time Union Representative

An employee who is elected or selected for a full-time position with the Union or any Labour organization with which the union is affiliated shall be granted a one-time opportunity for a leave of absence without pay or benefits, unless the Union has confirmed in writing their agreement to reimburse the employer for all wages and benefits paid during Union Leave. Such leave shall only be eligible for renewal to a maximum of twelve (12) months. A minimum of one (1) month notice shall be provided prior to the commencement of leave and prior to return to work.

22.02 Paid Bereavement

An employee shall be granted a minimum of three (3) regularly scheduled consecutive workdays leave without loss of salary or wages in the case of death of a parent, Spouse, grandparent, grandchild, brother, sister, child, mother-in-law, father-in-law, any relative who has been residing in the same household, or any other person as mutually agreed. Where the burial occurs outside the province or more than 300 kilometres from the employee's place of residence, such leave shall include reasonable travel time, the latter not to exceed one (1) extra working day.

An employee shall be granted one (1) regularly scheduled workday's leave without loss of salary or wages to attend the funeral of sisters-in-law and brothers-in-law.

22.03 Pregnancy and Parental Leave

Eligible employees will be entitled to unpaid Parental Leave in accordance with the following:

(a) Eligibility

Employees must have completed the probationary period prior to the expected birth date or adoption date of the child.

(b) Notice of Leave

Employees shall provide the Employer with two (2) weeks' notice of intent to take pregnancy, adoption, and parental leave prior to the expected birth or adoption date of the child. An employee is required to give the Employer at least four (4) weeks' notice in writing of the date the leave will end.

(c) Entitlement (Periods of Leave)

Pregnancy Leave: Eligible employees shall commence pregnancy leave no more than twelve (12) weeks prior to the expected date of birth and in any case, shall commence no later than the actual date of birth, and shall extend no longer than seventeen (17) weeks from the actual date of birth. Pregnancy Leave may be immediately followed by Parental Leave up to a maximum of sixty-one (61) additional weeks. In respect of each pregnancy, there is no entitlement to return to pregnancy or parental leave once the pregnancy or parental leave ends by a return to work.

Parental Leave: The eligible mother, father or adoptive parent of a child shall be entitled to Parental Leave up to a maximum of sixty-one (61) weeks. If requested by an Employer, the employee must produce suitable evidence in support of a request for Parental Leave.

The combination of pregnancy and parental leave shall be completed within seventy-eight (78) weeks of the beginning of the leave.

22.04 Accrual of Benefits

Employees shall not accrue employer service, sick leave and vacation during pregnancy, adoption, and parental leave.

22.05 Employer Payment of Employee Benefits During Pregnancy, Adoption, and Parental Leave

Group benefit programs for permanent employees will be on a cost sharing basis per Article 25.03(a).

During the period of leave, the employer will pay the employee's contributions toward the Employee's benefits, unless the employee elects to pay their own contributions. Upon returning to work, the employee will cover 100% of their benefits cost for a period equal to the duration of the leave until the employer recoups the employee's contributions if the employee did not elect to pay their own contributions during the period of leave. If the employee leaves the company before the employer recoups the amount owed, the employee will be responsible for paying the outstanding balance to the employer.

22.06 Procedure upon Returning from Leave of Absence

On return from leave, the employee shall be placed in the employee's former classification. If the former classification no longer exists, the employee shall be placed in an equivalent classification.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

(a) The Employer shall pay wages bi-weekly. Pay shall be by direct deposit to a bank account designated by each employee. On each pay day each employee shall be presented with an itemized statement of wages and deductions. The Employer shall endeavour to have the direct deposit for each employee in their designated bank account by 12:01 a.m. on pay day. The rate of pay for all employees covered by this Agreement shall be as set forth in Schedule "A" attached hereto.

(b) On each pay day each employee shall be presented with an itemized statement of wages and deductions. Pay stubs shall be provided to employees via electronic mail or printed copy.



23.02 Vacation Pay

Employees proceeding on vacation shall receive the vacation pay to which they are entitled on the regularly scheduled bi-weekly pay day immediately preceding their scheduled vacation period or deposited to their account on the regularly scheduled pay day as requested by the employee.

23.03 Temporary Assignments

The Employer has the right to temporarily assign employees. An employee required to fill temporarily a classification for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed or to the end of the half 'shift' whichever is greater, and employees required to fill temporarily, classifications for which a lower rate of wages is paid, shall not suffer any reduction in wages while employed in such classification.

ARTICLE 24 - JOB CLASSIFICATION

24.01 Job Descriptions

The employer agrees to draft or update job descriptions for all 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) days.

24.02 No Elimination of Present Classification

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

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Joint Employee Benefit Plan Committee

A Standing Labour-Management Committee on Employee Benefit Plans, including pensions, shall be established, as required, with equal representation from the Union and the Employer to study and review all employee benefits, health, and group benefits programs. All employee benefits plans shall be fully negotiable.

The Committee shall meet at least once a year to review and adjust Employee Benefits Plans with employees, as mutually agreed.

25.02 Workers' Compensation Protection

- (a) All employees shall be covered by the Workers' Compensation Act. No employee shall have employment terminated because of absence from work with a compensable accident.
- (b) While on workers' compensation the employer shall pay its portion of the cost of the employee's Group Benefit Plan for up to a year.
- (c) During the period of leave, the employer will pay the employee's contributions, unless the employee elects to pay their own contributions. Upon returning to work, the employee will cover 100% of their benefits cost for a period equal to the duration of the leave until the employer recoups the employee's contributions if the employee did not elect to pay their own contributions during the period of leave. If the year leaves the company before the employer



recoups the amount owed, the employee will be responsible for paying the outstanding balance to the employer.

25.03 Employee Benefit Plans

(a) Cost Sharing

Group benefit programs will be on a cost sharing basis between the employer and the employee on a 50% (employer) and 50% (employee) basis.

(b) Benefit Plan Description

A description of the benefits plan together with guidelines for participation in the group benefit plan are set out in the booklets provided by the plan provider and are subject to the master policy.

(c) Group Benefit Plan Administrative Rules

Employees on layoff are not eligible for group benefit plan coverage. Administrative rules for the group benefits plans shall be determined and amended at the discretion of the Benefits Plan Committee at each annual meeting.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Co-Operation on Safety

The Union and the Employer shall co-operate in improving safety best practices.

26.02 Return to Work Program

A designated union member trained in Occupational Health and Safety will be provided an opportunity to participate in all discussions involving the development of a Return-to-Work Program for unionized employees.

26.03 Occupational Health and Safety Committee

Occupational Health and Safety Committee shall meet quarterly to deal with all unsafe, hazardous, or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of the minutes of all Committee meetings shall be sent to the Employer and to the Union. **Safety concern and complaints shall be addressed outside of the quarterly meetings by the Administrator as necessary.**

26.04 Occupational Health & Safety Pay Provisions

The Occupational Health & Safety Committees shall meet as specified in Article 26.03 to deal with all unsafe, hazardous, or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

Representatives of the Union who are required to attend meetings outside their normally scheduled shift shall be paid for the time they are involved in such meetings at straight time rates. Alternates who are working on the shift during which the Occupational Health & Safety Committee is scheduled to



meet, will be required to attend such meetings when the regular union representatives are working another shift.

Copies of the minutes of all committee meetings shall be sent to the Employer and the Union. Safety concerns and complaints shall be addressed by the Administrator as necessary.

26.05 Safety Measures

Employees shall be supplied with all the necessary tools, safety equipment, protective clothing, and sufficient training to safely perform their functions.

The employer will provide one smock per employee and regulate the issue and control of such clothing.

26.06 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or operate any equipment which, in the opinion of the Occupational Health & Safety Committees, is not safe.

26.07 Investigation of Accidents

The Occupational Health & Safety Officer, or Administrator, where no Occupational Health and Safety Officer has been appointed, shall be notified of each accident or injury, and shall investigate and report to the Union and the Employer, as soon as possible, on the nature and cause of the accident or injury.

26.08 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

26.09 First Aid Kits

A First Aid Kit shall be supplied by the Employer in appropriate locations of the Employer.

ARTICLE 27 - JOB SECURITY

27.01 Restrictions on Contracting Out

The Employer agrees that it will not put out for tender or contract or employ any persons or groups of persons for any job now filled by an employee falling within the scope of this Agreement, to have the effect of depriving any employee covered by this Agreement of their employment.

27.02 Inclement Weather

- (a) When the employer officially closes the facility due to adverse weather conditions, all employees who normally work and were scheduled to work in that facility on the day of closure, will be paid for the regular hours for which they were scheduled to work.
- (b) Where possible, the employer shall provide a minimum of two (2) hours notice for facility closure due to inclement weather.



- (c) Closures shall follow closures determined by the English School District/ Newfoundland and Labrador Department of Education. In cases where Provincial Government offices in the Metro Area are closing after the School Board/Ministry of Education are concluded for the day, the Employer shall follow the Provincial Government offices.

ARTICLE 28 - CHILDCARE

28.01 The Employer agrees to offer priority to the children of employees, second only to children of RNC employees.

ARTICLE 29 - ACQUIRED RIGHTS

29.01 Continuation of Acquire Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, this entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party upon notice to the other may reopen the pertinent parts of the Agreement for negotiation.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Plural May Apply

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

30.02 Bulletin Boards

Bulletin boards will be provided at the facility where Fort Townshend Child Care Centre Inc. employees may be employed for the posting of notices for the information of union members. Notices placed by the union shall be placed on the bulletin board only on the authorization of a recognized union representative and shall be removed only upon such authorization.

30.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide one copy to each current employee and future new employees plus twenty (20) copies for the Union during the life of the contract. All extra copies to be provided at cost.

30.04 Strikes and Lockouts

During the term of this Agreement, the Employer agrees that there will be no lockouts and the Union agree that there will be no strikes or other collective action which will stop, curtail, or interfere with the work required, provided however there is no obvious attempt to circumvent the provisions of this Agreement.



30.05 Designation of Supervisor

Every employee shall be notified of the name of the immediate designated supervisor.

ARTICLE 31 - DURATION OF THE AGREEMENT

This Agreement shall be binding and remain in effect from **July 1, 2023**, to **June 30, 2025**, both inclusive, and shall continue from year to year thereafter unless either party gives to the other party notice in writing by **March 31, 2025**, that it desires its termination or amendment.

31.02 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.

31.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

31.04 Agreement to Continue in Force

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

- (a) The notice and/or response shall state the revisions requested and bargaining negotiations shall be restricted thereto unless the parties otherwise mutually agree.
- (b) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

31.05 Retroactive Pay for Terminated Employees

Any employee who has severed employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites provided the employee makes application within six (6) months of the date of signing the contract.

31.06 Retroactivity

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



SCHEDULE "A" - WAGES

If the Provincial Government of Newfoundland and Labrador mandates an updated wage grid for Early Childhood Educators during the life of this collective agreement, that the greater of the applicable wages prescribed therein or by schedule A herein shall be the prevailing wage.

Wage Grid and Job Classifications - July 1, 2023				
Years of Service	<1	1-5 years	6-10 years	>11 years
Level 1 ECE	\$ 21.75	\$ 22.18	\$ 22.61	\$ 23.05
Level 2 ECE	\$ 25.50	\$ 26.00	\$ 26.51	\$ 27.03
Level 3 ECE	\$ 29.25	\$ 29.83	\$ 30.41	\$ 31.01
Level 4 ECE	\$ 33.56	\$ 34.22	\$ 34.90	\$ 35.59
Trainee	\$ 18.56	\$ 18.92	\$ 19.29	
Kitchen Help	\$ 15.50	\$ 15.50	\$ 15.50	\$ 15.50

Wage Grid and Job Classifications - July 1, 2024				
Years of Service	<1	1-5 years	6-10 years	>11 years
Level 1 ECE	\$ 21.85	\$ 22.28	\$ 22.71	\$ 23.15
Level 2 ECE	\$ 25.60	\$ 26.10	\$ 26.61	\$ 27.13
Level 3 ECE	\$ 29.35	\$ 29.93	\$ 30.51	\$ 31.11
Level 4 ECE	\$ 33.66	\$ 34.32	\$ 35.00	\$ 35.69
Trainee	\$ 18.66	\$ 19.02	\$ 19.39	
Kitchen Help	\$ 15.60	\$ 15.60	\$ 15.60	\$ 15.60

Classifications:

- Trainee
- ECE 1
- ECE 2
- ECE 3
- ECE 4
- Kitchen Help

SCHEDULE "B" - EXCLUSIONS

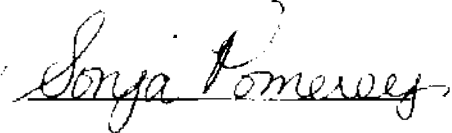
- Administrator
- Classifications may be edited, added, or deleted over the life of the collective agreement.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, located in the bottom right corner of the page.

IN WITNESS WHEREOF the parties hereunto affix their seals and signatures this 13th day of

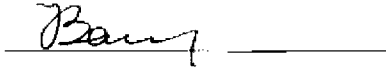
Sept., 2023

Signed on behalf of Fort Townshend Child Care Co-operative Association:



Sonja Pomeroy

Signed on behalf of Canadian Union of Public Employees, Local 4554-02:



Tonya-Lee Barry

Kelsey Hayse

