

COLLECTIVE AGREEMENT

Between

CAMPUS CHILDCARE INC.

And

CUPE / *Canadian Union
of Public Employees*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 4554-01**

July 1, 2023 to June 30, 2026

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire 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 and employment.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being, and security of all employees in the Bargaining Unit of the Union, and

1.02 Whereas 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. Now, therefore, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Bargaining Unit" shall mean the Bargaining Unit recognized in Appendix "B" of this Agreement.
- (b) "Day" shall mean a working day unless otherwise stipulated in this Agreement.
- (c) "Employee" shall mean a person who is employed in a position included in the bargaining unit, as defined by Appendix "B" 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.
 - (ii) "Part-time Employee" shall mean a person who ordinarily works less than the full-time hours of work prescribed in Article 24 - 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.
- (d) "Employer" shall mean the Campus Childcare Inc.

- (e) "Layoff" shall mean a temporary cessation of employment of an employee because of lack of work or because of the abolition of a post.
- (f) "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 as provided for under Article 30, Clause 30.02 (Sick Leave).
- (g) "Probationary Employee" shall mean an employee who is employed but who has worked less than the prescribed probationary period.
- (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) Temporary/Casual/Substitute employees, who are not eligible to participate in the University benefit plans shall not have access to sick leave, other leaves, Educational Assistance, Courses and Professional Development provisions of this Collective Agreement. Temporary/Casual/Substitute employees shall be eligible for Bereavement Leave.
- (j) "Union" shall mean the Canadian Union of Public Employees, Local 4554-01.
- (k) 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 3 - MANAGEMENT RIGHTS

- 3.01 All functions, rights, powers, and authority which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being vested in the Employer. The question of whether any of these rights is limited by this Agreement may be decided through the grievance and arbitration procedures. The Employer shall not exercise its rights to direct the working forces in a discriminatory manner and shall exercise such rights, powers and authority in a fair, equitable and reasonable manner.

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.
- 4.02 At the employee's request, the employee shall be entitled to Union representation at meetings with the Employer on all matters pertaining to Employer-employee relations.

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

ARTICLE 5 - RECOGNITION

- 5.01 The Employer recognizes the Union as the sole collective bargaining agent for classes of employees as listed in Appendix B.
- 5.02 (a) When new Classifications or positions are developed and/or new Classifications or positions are created as a result of restructuring, the Employer shall notify the Union in writing and shall consult with the Union as to whether such classifications or positions should be included in the Bargaining Unit. Should the Union and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board.
- (b) When a bargaining unit position is vacated, and the Employer intends to continue to have any or all of the duties performed or intends to refill the position the Employer shall notify the Union in writing. The notification shall indicate whether the Employer intends to modify the duties, title, classification, hours of work or status (i.e. whether permanent, contractual or part-time) of the position and the rationale for the change. Where there is no change, provision of a copy of the job posting shall be sufficient notification.
- 5.03 (a) The Employer will ensure that no employee in the bargaining unit shall be laid off nor denied an opportunity for recall, because duties normally performed by employees in the bargaining unit have been or will be assigned to or assumed by students or excluded personnel.
- (b) The Employer will also ensure that students and excluded personnel will not be utilized to fill vacated Union positions.
- (c) Both parties recognize the Employer's role in the community and its responsibility to the students it serves. The parties further recognize that the provision of employment for students is in the interest of the entire Employer community. The parties recognize that employment of students is for the purposes of augmenting the studies of students with work experience. Such employment is not for the purpose of replacing existing bargaining unit members.
- 5.04 In the event that the Campus Childcare Inc. is merged with the greater University community or an outside agency, the representation rights of the Canadian Union of Public Employees shall be retained. The provisions of any or all Collective Agreements shall be binding upon any merged, amalgamated or consolidated Employer or any successor.
- 5.05 (a) The Parties agree that the protection of Employees' personal information is a matter of importance to both parties as well as to the Employees.

- (b) The Parties further agree that the Employer will, upon request, provide the Union with the name and basic contact information of an Employee who is a Union member, and the Union agrees to use such information only for the purposes related to the Union's representation of the Employee.
- (c) Pursuant to the foregoing, in January of each year, the Employer shall provide to the Union, an electronic list of Bargaining Unit Members. The list shall include the members' name, appointment status, last known address, email, and telephone number.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The parties agree that there shall be no discrimination exercised whatsoever, by either party, in the execution of this collective agreement.

ARTICLE 7 - UNION SECURITY AND DUES CHECKOFF

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Security and Dues Checkoff.
- 7.02 The Employer agrees to honour a written assignment of dues to the Union certified as the bargaining agent and, unless the assignment is revoked in writing, delivered to the Employer, the money so deducted shall be forwarded to the Secretary/Treasurer of the Union, biweekly. The Employer will forward to the Union, with the first dues deduction cheque following the signing of the Agreement, a list showing the names and classification code, pay range and step number of the employees from whom dues have been deducted and each month thereafter a list showing deletions and/or additions for that month, giving department and classifications. The assignment shall be substantially in the form as suggested in Sub-section 2, Section 7, of the *Labour Relations Act*, SN, 1977, C. 64, and shall be signed by the employee in the presence of a signing witness.
- 7.03 All new employees coming within the Bargaining Unit shall, from their date of hire, become and remain members of the Union.
- 7.04 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The Shop Steward or representative will provide the new employee with a copy of the Collective Agreement.

- 7.05 The Employer agrees to record on the employee's T-4 statement the amount of membership dues deducted from the employee's salary and paid to the Union.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director and/or designate and the Correspondence Secretary to the Union.

ARTICLE 9 - JOINT UNION MANAGEMENT COMMITTEE

- 9.01 A Joint Union Management Committee of not more than six (6) persons composed of an equal number of representatives of the Employer and representatives of the Bargaining Unit shall be established. The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations. Terms of reference shall include such things as safety and working conditions, local rules and regulations, efficiency and productivity, pay periods, Benefit Plans, and Workers' Compensation.
- 9.02 The employee representatives shall be selected by the members of the Bargaining Unit; and the Employer shall be duly notified, in writing, as to their names.
- 9.03 The Committee shall meet if and when the need arises but in any event, every two (2) months. Representatives of the Bargaining Unit on the above mentioned Committee shall not suffer a loss of pay as a result of attending meetings of this Committee held during working hours.
- 9.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 9.05 The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.06 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons and distributed to the members of the Committee within five (5) days of the close of the meeting.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

- 10.01 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 order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

10.02 The Union shall have the right at any time to have the assistance of its representatives when dealing or negotiating with the Employer.

ARTICLE 11 - REGULATIONS

11.01 All regulations concerning employees in the Bargaining Unit shall be supplied to the Union when promulgated and shall be posted on the bulletin board.

ARTICLE 12 - ADJUSTMENT OF GRIEVANCES

12.01 Should a dispute arise between the Union or an employee and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, or should any other dispute arise out of the administration of this Agreement, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article.

12.02 An employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by a representative Shop Steward. The Supervisor shall answer verbally within one (1) working day. Should the verbal answer not be acceptable, the complaint shall be considered as a formal grievance and submitted at Step 1 of the Grievance Procedure.

12.03 When a dispute involving discharge, layoff, recall, or a question of general application or interpretation occurs, the Union and the Employer shall have the right to originate a grievance.

12.04 The employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.

12.05 Grievances shall be resolved with the following procedures:

Step 1: The employee shall discuss the complaint with the Shop Steward. If the Shop Steward considers the grievance to be justified, the employee concerned, together with the Shop Steward, may within fourteen (14) working days after the occurrence of the grievance or the employee becoming aware of the occurrence of the grievance submit the grievance in writing to the Employer and an earnest effort shall be made by all parties to settle the grievance at Step 1. The Employer shall render a decision in writing within seven (7) working days of receipt of the grievance.

Step 2: Failing a satisfactory settlement being reached, as provided in Step 1, either party to the Agreement may within ten (10) working days of the receipt of the response at Step 2 refer the dispute to arbitration. Either party may, after a dispute has been referred to arbitration, advise the other party of its desire to have the dispute mediated. Mediation shall only be utilized upon mutual

agreement of the parties. Discussions at mediation shall be without prejudice and cannot be referenced at arbitration.

- 12.06 The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- 12.07 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error or by inadvertent omission of a step in the grievance procedure.
- 12.08 Responses to grievances at all levels shall be forwarded to the Shop Steward filing the grievance, the grievor(s) and the Correspondence Secretary of the Union.
- 12.09 A Shop Steward or other employee who is a member of the Grievance Committee referred to under Step 1 or Step 2 of Article 12, or the grievor, or an employee who is subpoenaed by either party as a witness in an arbitration hearing, shall not suffer any loss of pay or any time lost in processing complaints or attending grievance meetings, mediation, or arbitration hearings. However, such an employee shall not leave the employee's regular duties to discuss any business in respect of a grievance without first obtaining permission from the Employer. The employee shall notify the employee's immediate supervisor when returning to duty.

ARTICLE 13 - ARBITRATION

- 13.01 Any such reference to an Arbitration Board by either party may include any grievance arising out of the interpretation or application or alleged violation of this Agreement. The Board of Arbitration shall have the authority to rule only on those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability. The Board of Arbitration shall have the power to modify disciplinary measures imposed by the Employer, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.
- 13.02 The party requesting arbitration must set forth in writing the issue or issues to be heard by the Arbitration Board and in what respect the Agreement has been violated or misinterpreted.
- 13.03 Within seven (7) days of receipt of the said notice of arbitration, each party shall notify the other in writing of the appointment of its representative to the Arbitration Board. In the event that either party fails to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Human Resources, Labour and Employment of the Government of the Province of Newfoundland and Labrador to appoint a representative on behalf of the defaulting party.
- 13.04 The two (2) arbitrators so appointed shall within ten (10) days of the appointment of the latter appoint a third arbitrator who shall be Chairperson. The three (3) parties thus appointed shall constitute the Arbitration Board. In the event that the two (2) representatives of the parties to the Agreement fail to agree on the appointment of a

Chairperson within the aforementioned ten (10) days, the Minister of Human Resources, Labour and Employment of the Government of the Province of Newfoundland and Labrador may be requested by the representative of either party to appoint a Chairperson of the Arbitration Board; and such appointment shall be binding on both parties.

- 13.05 Within a reasonable time, not to exceed forty (40) days following its appointment, the Board shall meet for the purpose of hearing the evidence of both parties and shall render a decision following the completion of taking evidence, to which shall be attached all exhibits filed by the parties with their briefs at the hearing or hearings. A copy of the Board's decision shall be immediately given to both parties to the dispute and this decision shall be binding on both parties as provided for in Section 23 of the *Labour Relations Act*, SN, 1977, C. 64.
- 13.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.
- 13.07 The fees and expenses of the Chairperson of the Arbitration Board shall be equally divided between the Employer and the Union. Each party shall bear the expense of its nominee on the Arbitration Board.
- 13.08 The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- 13.09 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event, the foregoing provisions of the Article shall apply equally to a single arbitrator when reference is made to an Arbitration Board.
- 13.10 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.
- 13.11 Expedited Arbitration

Subject to the agreement of the Employer and the Union, expedited arbitration may be used following Step 2 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 13 of the Agreement where either party does not agree to expedited arbitration.

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole arbitrator.
- (b) The parties will present argument/rebuttal based on:
- issue(s)
 - applicable provisions of the Collective Agreement

- general principle of arbitration case law which is applicable
 - relevant arbitration awards / legislation / texts if applicable and how they apply.
 - remedies requested.
- (c) The party bearing the onus of proof will proceed first and rebut if necessary.
- (d) The parties by mutual agreement will decide whether or not to call witnesses or submit evidence.

ARTICLE 14 - DISCIPLINE, SUSPENSION, AND DISCHARGE

- 14.01 The Employer shall have the right to discipline, suspend, or discharge an employee for just and sufficient cause. Without limiting the generality of the foregoing, the Employer recognizes the principle of progressive discipline. In the event the Employer initiates a disciplinary action against an employee, the following procedures shall be followed:
- (a) When disciplinary action is taken against an employee, the employee shall, within three (3) days of oral notification, be notified in writing of the cause and of the action taken or to be taken.
 - (b) Where an employee claims to have been unjustly dealt with, the employee shall have the right to be heard in accordance with the procedure for adjustment of grievances as set out in Article 12.
 - (c) Where cause for discipline, suspension or discharge is alleged to exist, the employee may be suspended during an investigation and shall be notified in writing by the Executive Director and/or designate of the decision and the cause. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from the employee's place of employment, it shall be with pay.
- 14.02 A probationary employee shall have recourse to the grievance procedure with the exception that the termination of a probationary employee is not subject to the grievance procedure other than on the grounds of discrimination or bad faith. The probationary employee shall be given at least two (2) weeks' notice of termination or payment in lieu of such notice.
- 14.03 The Employer shall defend, negotiate, or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of the employee's duties provided that the Employer is satisfied that: the employee performed duties required by the Employer; the employee acted within the scope of the employee's employment; and, that the employee did not engage in willful misconduct.

ARTICLE 15 - PERSONNEL FILES

- 15.01 Copies of documents placed on an employee's personnel file which may, at any time, be the basis of disciplinary action, shall be supplied concurrently to the employee by registered mail or by hand. Copies of such documents shall also be supplied concurrently to the secretary of the Union who shall hold such in the strictest confidence. The employee shall acknowledge receiving such documents by signing the file copy. Employees shall have the right to respond in writing to any documents placed in their file and their response shall also form part of their personnel file.
- 15.02 Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) months have elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.
- 15.03 When an employee has a grievance, those copies referred to in Clause 15.01 and retained in the personnel file will be made available to the employee.
- 15.04 An employee shall have, on giving reasonable notice, access to the employee's personnel file and such shall be provided within forty-eight (48) hours notice.
- 15.05 Copies of documents in an employee's personnel file may be made available to the employee, on request.
- 15.06 There shall be only one (1) recognized personnel file and that file will be the one (1) maintained by the Employer or his/her recognized designate.
- 15.07 This file, referred to in Clause 15.06, shall not contain any anonymous material. Employees have the right to challenge any document found in the employee's file.

ARTICLE 16 - STRIKES & LOCKOUTS

- 16.01 In view of the orderly procedure for settling grievances the Employer agrees that it will not cause or direct, during the term of this Agreement, any lockout of its employees and the Union agrees that during the term of this Agreement there will be no strike or other collective action which will stop, curtail, or interfere with the Employer's operations.

ARTICLE 17 - ACCESS AND SHOP STEWARDS

- 17.01 The Employer agrees that access to its premises shall be allowed to persons employed full-time by the Union and Shop Stewards for the purpose of interviewing an employee, and such interviews shall not interfere with the operation of the Childcare Centre.
- 17.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Department Head. Such permission shall not be unreasonably withheld, and such meeting shall not interfere with the operation of the Childcare Centre.

- 17.03 The Employer agrees to recognize Shop Stewards appointed by the Union.
- 17.04 The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. The Employer shall advise the Union of the names of all Department Heads as soon as possible after their appointment.
- 17.05 Shop Stewards will be allowed to absent themselves from their duties for the purpose of handling grievances. Where time is required by the Shop Steward during working hours, the Steward shall request such time off from the Steward's immediate supervisor. Such time off shall not be unreasonably withheld.

ARTICLE 18 - TIME OFF FOR UNION BUSINESS

- 18.01 With the approval in writing of the Executive Director and/or designate and where the operational requirements permit, time off without loss of pay, benefits, and seniority, not to exceed ten (10) days a year in total will be granted. Any unused days may be carried forward to the next calendar year but will be lost if not utilized at the end of the second year. The first year shall be 2006/07.
- 18.02 (a) Time off without loss of pay, benefits, and seniority will be granted, to employees who are members of the Negotiating Committee while they are attending actual negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a maximum of three (3).
- (b) The Union shall provide as much notice to the Employer as is reasonably possible of the names of the members of the Union negotiating committee.
- 18.03 Leave without pay up to one (1) year, subject to renewal, shall be granted, upon application to the Board, to an employee upon being appointed or elected to a full-time office in the Canadian Union of Public Employees or its affiliates.

ARTICLE 19 - SENIORITY

- 19.01 (a) Seniority for members of the Bargaining Unit on the seniority list as of July 1, 2003, shall be defined as length of service with the Employer.

Seniority for members of the Bargaining Unit hired after July 1, 2003, shall be defined as length of service in the Bargaining Unit and shall date from the most recent entry into a Bargaining Unit position.

Seniority shall operate on a bargaining unit wide basis.

- (b) All employees shall be assigned a seniority number based on their date of hire into a bargaining unit position. The Employer shall maintain a seniority list which shall be provided to the Union and posted on all bulletin boards on July 1st of each year.

- (c) When applying the seniority provision of the Collective Agreement, the Employer agrees to consult with the Union regarding the procedure used to determine preference where seniority entitlements are equal.

19.02 The seniority of an employee shall be lost, and all rights forfeited and there shall be no obligation to rehire when the employee:

- (a) resigns or otherwise terminates the employee's services by voluntary act and does not withdraw the resignation within two (2) working days of its submission;
- (b) is discharged for just and reasonable cause and is not reinstated;
- (c) fails to return to work upon expiration of leave of absence;
- (d) is absent without leave for three (3) working days without notification to the Employer; when such notification is reasonably possible;
- (e) is laid off for a period of twenty-four (24) months or more (it shall be the responsibility of the employee to keep the Employer informed of the employee's current mailing address for recall purposes);
- (f) is not re-employed within twenty-four (24) months after the employee's last contract of employment lapsed.
- (g) is seconded to a position outside the bargaining unit in excess of twenty-four (24) months.

19.03 After completion of the probationary period, seniority shall be effective from the most recent date of entry into a bargaining unit position.

19.04 Excepting as provided under Article 22 (Resignations and Terminations) no employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.

19.05 Role of Seniority in Layoffs

- (a) In the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those being retained have sufficient qualifications to perform the work required.
- (b) Subject to Clause 19.06, contractual employees within a classification within a department shall be laid off before any permanent employees within the classification within the department are laid off provided that the permanent employees retained have sufficient qualifications to perform the work required.

19.06 (a) For layoff purposes all Permanent employees shall be senior to all Contractual employees.

- (b) A permanent employee who receives notice of layoff shall be entitled to displace a less senior employee provided the employee has the qualifications and capability to perform the work required.

Contractual employees shall not have bumping rights upon expiry of the term of their contract. If a contract is terminated prior to the stated contract end date, the employee may displace a less senior contractual employee if they have sufficient qualifications and capability to perform the work required. The Employer shall continue the present practice of endeavouring to ensure that the senior employees are awarded the longer contract and kept employed.

- (c) An employee shall continue to be employed during the period of bumping until they obtain another position or exhaust their bumping options.

- 19.07 Employees shall be recalled in the order of seniority, provided that those employees being recalled have sufficient qualifications to perform the work required.
- 19.08 No new employee shall be hired until those on layoff have been given an opportunity for recall providing, they have sufficient qualifications to perform the work required.
- 19.09 Permanent employees who have received notice of layoff and who are placed into or appointed to or bump into a contractual position shall retain full layoff and bumping rights as a permanent employee in accordance with this Article upon discontinuation of the contractual position.
- 19.10 Seniority shall accumulate during any leave with pay or any approved leave without pay, temporary appointment to a position outside the bargaining unit, including secondment to another employer, and during periods of Long Term Disability. (There shall be retroactive credit.)
- 19.11 Layoff Notice and Employee Option on Layoff

A permanent employee who has been affected by a layoff shall be eligible, after twenty-four (24) months, for all the severance benefits outlined in Article 22.03, including three (3) months pay in lieu of notice.

ARTICLE 20 - JOB POSTING

- 20.01 When a vacancy or new job opening occurs for a position within the Bargaining Unit, the Employer will post notices of the position in accessible places on the Employer's premises, with all pertinent information, for a minimum of five (5) days and consider applicants from within the Bargaining Unit including those on layoff status and contractual employees whose contracts of employment have been lapsed for less than twenty-four (24) months, before advertising outside the Employer. However, applicants from within the Bargaining Unit, including those on layoff status and contractual employees whose contracts of employment have been lapsed for less than twenty-four

(24) months, will be considered and a decision made before applicants from outside the Bargaining Unit are considered. Copies of such notices will be forwarded to the Union.

20.02 Such notices shall contain information consistent with the classification specification.

ARTICLE 21 - APPOINTMENTS AND STAFF CHANGES

- 21.01 (a) All appointments of newly hired permanent employees shall be probationary for a period of six (6) months. Extensions to the probationary period may be granted by mutual agreement.
- (b) The probationary period for contractual employees in the CUPE 4554-01 bargaining unit moving to a permanent position shall be six (6) months except as follows:
- (i) When a contractual employee is appointed to a permanent position that he/she currently occupies for a period of six (6) months or more, the employee will not be required to serve a probationary period but shall be confirmed on appointment.
 - (ii) A contractual employee with more than twelve (12) months of service who is successful in a job competition for a permanent position in a different department or classification shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 21.07 (a)
- 21.02 Each employee shall be notified in writing at least two (2) weeks before expiry date of the applicable probationary period as to whether the appointment is terminated or confirmed. Each employee who has completed the probationary period and is confirmed shall receive the applicable wage adjustment as outlined in Appendix "A".
- 21.03 Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.
- 21.04 Every appointment and confirmation shall be in writing addressed to the appointee, copied to the Secretary of the Union and shall be signed by the designate of the Employer.
- 21.05 Both parties recognize:
- (a) the principle of promotion within the service of the Employer;
 - (b) that job opportunities should increase in proportion to length of service.
- 21.06 Candidates for a position shall be assessed on the basis of qualifications, and capabilities and where the candidates are determined to be relatively equal, seniority

shall be the governing factor in determining promotions, filling posted job vacancies and determining order of layoff or rehire.

21.07 Trial Period

- (a) A successful applicant for promotion or transfer shall be placed on trial for a period of two (2) months, which period may be extended up to two (2) months by mutual consent. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period.
- (b) In the event the successful applicant proves unsatisfactory in the position, or if the employee is unable to perform the duties of the new job classification, or the position proves unsatisfactory during the trial period, the employee shall return to the employee's former position and salary level consistent with the former position without loss of seniority.
- (c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position or found alternate employment at a salary level consistent with their former position, without loss of seniority.
- (d) A permanent employee who is promoted or transferred to a contractual position, within the bargaining unit, shall retain their permanent status and shall revert to the employee's former position and applicable pay rate at the end of the contractual period. If the employee's former position has been declared redundant, upon expiry of the contractual position, the employee may exercise bumping rights to retain a permanent position.

21.08 Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to the employee's former position if the required qualifications are not met within such time.

21.09 An employee unable, through injury or illness, to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.

21.10 An employee who, through advancing years, is unable to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.

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

21.12 Upon request, an unsuccessful applicant for a position will be entitled to a meeting to discuss the reasons why the employee was unsuccessful in the job competition. This

meeting shall be attended by, at least, one (1) of the Departmental interviewers involved in the decision.

21.13 Voluntary Demotion

The rate of pay of an employee voluntarily demoted shall be the rate of pay established for the position the employee is moving into or established on the scale at a point closest to the existing rate of pay.

21.14 Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability shall be the employee's existing rate.

The employee's existing rate shall be maintained until such time as the rate for the position the employee is in catches up to his/her existing rate, at that time the employee shall receive the rate of pay established for the position.

If the employee's existing rate is above the maximum for the new pay range, the existing rate shall be red-circled.

ARTICLE 22 - RESIGNATIONS AND TERMINATIONS

22.01 An employee is expected to give reasonable notice of the employee's intention to resign, having in mind the nature of the employee's duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not in any case be less than two (2) weeks.

22.02 If an employee leaves the employment of the Employer without proper notice of termination, as provided for by these rules or during the period of such notice, the employee's salary shall cease as from the date on which the employee last performed the employee's duties at the Employer.

22.03 Subject to Article 19 (Seniority) the appointment of an employee who has been confirmed in an established post may be terminated with reasonable notice for any reason related to the closure of a Department or Section, or change in Departmental or Employer structure, which negates the function of the employee's appointment or involves an adjustment in employees performing such functions. The Employer agrees to consult the Union prior to taking such action. In the case of such terminations, every effort will be made to place the employee in a suitable post for which the employee is qualified by education, training, or experience. The employee shall be given three (3) months' notice of such action. Where the appointment of an employee is terminated under this Clause, the employee shall receive a severance grant of:

(a) In the case of an employee with at least one (1) year's continuous service but not in excess of five (5) years' continuous service - two (2) days' pay for each year of service.

- (b) In the case of an employee with continuous service in excess of five (5) years but not in excess of ten (10) years' continuous service - five (5) days' pay for each year of service.
- (c) In the case of an employee with continuous service in excess of ten (10) years-- seven (7) days' pay for each year of service.

Fractions of a year of service shall be computed to the nearest 1/2 day of severance grant.

22.04 For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service and shall be counted as service in determining whether or not the employee has achieved the threshold defined in Article 22.03 (1), (2) or (3); Periods of Long Term Disability or authorized leave without pay up to a maximum of fifty-two (52) weeks shall be counted as service in the calculation of the severance grant. Periods of layoff shall not be counted as service in the calculation of the severance grant, nor shall it interrupt the accumulation of service accrued to that point, or in determining the threshold.

ARTICLE 23 - SEVERANCE PAY

23.01 Effective March 31, 2021, there shall be no further accumulation of service for severance pay purposes.

ARTICLE 24 - HOURS OF WORK

24.01 The standard work week shall be from 00:01 Monday to the following Sunday at 24:00 hours.

24.02 Except as provided in 24:07 (a) the normal week for full-time employees of Campus Childcare Inc. shall consist of five (5) seven-point five (7.5) hour days, Monday to Friday, i.e. thirty-seven point five (37.5) hours per week, exclusive of lunch breaks.

24.03 The principle of "Averaging" daily hours over a work week may be applied where the averaging of hours is part of the employee's regular work schedule.

24.04 It is the intention of the Employer that the current working schedules will be maintained. Where it becomes necessary to schedule hours outside these hours, the Employer, except in cases of emergency, will consult in advance with the Union on such hours of work; and in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the Employer.

24.05 (a) Each employee shall be allowed two fifteen (15) minute breaks during the first half and second half of each shift at a time scheduled by the Department Head.

- (b) Where a regular posted shift exceeds seven-point five (7.5) hours any employee so scheduled shall be entitled to a third fifteen (15) minute rest period.

24.06 Employees shall not be required to layoff during regular hours to equalize overtime.

24.07 (a) Summer hours for all full-time employees of Campus Childcare Inc. shall be thirty-five (35) hours. Time worked in excess of seven point five (7.5) hours per day or thirty-seven point five (37.5) hours per week during this period shall be considered overtime and payment will be made in accordance with the overtime rates set out in Article 26. Summer hours shall commence on the Monday of the thirteenth week prior to the Labour Day holiday and will not include the period of the August Leave Shutdown.

(b) In the case of flexible work schedules, overtime will only be paid for time worked in excess of thirty-seven point five (37.5) hours per week.

(c) (i) When an employee takes the whole day off it will be recorded as seven point five (7.5) hours (i.e. 8:00 a.m. - 4:30 p.m. - actual hours paid).

(ii) When an employee takes the whole afternoon off, it will be recorded to include the half (½) hour paid, but not worked, during the summer (i.e. 2:00 - 4:30 p.m. will be recorded as three (3) hours)

(iii) When an employee takes less than the whole afternoon, it will be recorded as actual hours absent from work, excluding the half hour paid but not worked (i.e. 3:00 - 4:30 p.m. will be recorded as one and a half (1½) hours).

(d) For Flexible work schedules, employees who take a full day or an afternoon off will be charged for the half hour paid but not worked.

ARTICLE 25 - SHIFT PREMIUM

25.01 When an employee is required by the Department Head or designated representative to work through the employee's regular meal break or is required to work beyond the employee's normal shift, the following will apply:

(a) The meal break will be rescheduled as soon as practical to the employee's normal meal break; or

(b) in the event that this is not practical, then the employee will be provided with a meal.

ARTICLE 26 - OVERTIME

26.01 All time worked beyond the normal work day, the normal work week or statutory holiday as outlined in Article 28.01 shall be considered as overtime.

- 26.02 When an employee is required to work in excess of thirty-seven point five (37.5) hours per week, the employee shall receive overtime pay at the rate of one and one-half (1½) times the employee's regular hourly rate or the employee may, upon request, receive compensatory time off at the rate of one and one-half (1½) hours off for each hour worked in excess of thirty-seven point five (37.5) hours per week.
- 26.03 Where it is agreed to grant time off under Article 26.02, the Employer will endeavour to grant time off at a time suitable to the employee; however, if such time off is not granted within twelve (12) months, the employee will receive pay at the applicable rate.
- 26.04 All overtime shall be authorized by the Employer.
- 26.05 For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.

ARTICLE 27 - CALL BACK

- 27.01 Subject to Clause 27.02, when an employee is called back and reports for work after the employee has left their place of work, and such recall has not been scheduled in advance, the employee shall be paid for a minimum of three (3) hours at the appropriate overtime rate.
- 27.02 Where an employee is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, the benefit of the three (3)-hour minimum shall apply only once.
- 27.03 When an employee is recalled to work under the conditions described in Clause 27.01, the employee shall be paid the cost of transportation to and from the employee's place of work up to a maximum of eight dollars (\$8.00) for each call back or the appropriate mileage rate as set out in Article 33, Clause 33.01.

ARTICLE 28 - HOLIDAYS

- 28.01 (a) There shall be fifteen (15) designated paid holidays as follows:

- | | |
|----------------------------|---|
| 1. New Year's Day | 9. Regatta Day |
| 2. 2 January Holiday | 10. Labour Day |
| 3. Mid-March Holiday | 11. National Day for Truth and Reconciliation |
| 4. Good Friday | 12. Thanksgiving Day |
| 5. Commonwealth Day | 13. Armistice Day |
| 6. Discovery Day | 14. Christmas Day |
| 7. Memorial Day/Canada Day | 15. Boxing Day |
| 8. Mid-July Holiday | |

- (b) In addition to the holidays referred to in (a) above, full-time employees will receive two additional days off between Christmas and New Years. Those employees who are required to work and cannot be provided with the two (2) days off between Christmas and New Years will bank two (2) days to be taken at a later date. Part time employees who would normally be required to work during the Christmas/New Years period will be granted time off on a prorated basis.
- (c) In recognition of Campus Childcare's commitment to support cultural diversity and inclusion, employees may request in writing to replace a holiday in which the Centre remains open, as outlined in 28.01 (d) below, with a different holiday that is of their cultural significance. Requests shall be made as per Article 29.07 and are subject to operational requirements and the approval of the Executive Director. Requests will not be unreasonably denied. The parties recognize that due to Memorial University's calendar, there may be some holidays that cannot be replaced.
- (d) The days which can be replaced include:
- Mid-March Holiday
 - Commonwealth Day
 - Discovery Day
 - Mid-July Holiday
 - Regatta Day

28.02 The schedule of Holidays, as set out in Clause 28.01, will be issued at the beginning of each calendar year. Such schedule will be mutually agreed with the Union prior to implementation.

28.03 Where a paid holiday falls on an employee's scheduled day of rest, the employee shall receive another day off at a time mutually agreed upon or pay for one (1) day at the employee's regular rate of pay.

28.04 An employee who qualifies for holiday pay and is required under the regular work schedule to work on that holiday shall receive, in addition to pay at the employee's regular rate, time off on the basis of one and one-half (1½) hours for each hour worked at a time mutually agreed or pay at one and one-half (1½) times the employee's regular rate for each hour worked.

ARTICLE 29 - ANNUAL VACATION

29.01 Subject to Clauses 29.02 and 29.03, the amount of annual vacation leave which an employee shall be eligible for in any one (1) year shall be one and one-quarter (1¼) days for each month of service up to fifteen (15) working days.

29.02 Annual vacation leave entitlement shall be increased to twenty (20) working days on completion of ten (10) years of service and shall accrue at the rate of one and two-thirds

($\frac{1}{3}$) days per month. An employee who has attained nine (9) years and six (6) months as of March 31st shall be considered to have ten (10) years of service for the purpose of this paragraph.

29.03 Annual vacation entitlement shall be increased to twenty-five (25) working days upon completion of twenty-five (25) years of service and shall accrue at the rate of two and one-twelfth ($2 \frac{1}{12}$) days per month. An employee who has attained twenty-four (24) years and six (6) months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this paragraph.

29.04 A month of service shall mean a calendar month in respect of which the employee is paid at the rate of full salary for not less than two-thirds ($\frac{2}{3}$) of the number of working days in that month.

29.05 Partial Days

Fractions of annual vacation entitlement of one-half ($\frac{1}{2}$) day or more shall be taken from the employee's annual leave bank at the amount of time that has been requested.

29.06 The vacation year shall be from April 1st in any one (1) year to March 31st in the next succeeding year, and annual vacation entitlement shall be computed as of March 31st.

29.07 Vacation Requests

Staff shall submit to the employer their vacation requests during the month of February for the period of March 1st to August 31st. Seniority shall prevail for the purpose of selecting vacation dates for those requests submitted in February. Requests received after the end of February shall be considered on a first come first serve basis.

Staff shall submit to the employer their vacation requests during the month of August for the period of September 1st to February 29th. Seniority shall prevail for the purpose of selecting vacation dates for those requests submitted in August. Requests received after the end of August shall be considered on a first come first serve basis.

29.08 Annual vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:

- (a) Subject to the recommendation of the Department Head and the approval of the Executive Director, an employee may carry forward to another year any portion of annual leave unused in previous years until by doing so the employee has accumulated a maximum of:
 - (i) Twenty (20) days annual vacation if the employee is eligible for fifteen (15) or twenty (20) days in any year.
 - (ii) Twenty-five (25) days annual vacation if the employee is eligible for twenty-five (25) days in any year.

- (b) Where, because of extended sickness or other disability, annual vacation due to an employee cannot be scheduled during the year in which it is due, payment in lieu of vacation may be made or the vacation due may be carried forward to another year subject to paragraph 29.08 (a) of this section.
- (c) An employee who is required by the Department Head to defer annual vacation or a portion thereof to the following year, in the interests of the Employer, shall upon request, receive payment in lieu of vacation. Such deferrals must be approved in advance by the Executive Director.
- (d) An employee shall receive payment in lieu of time off for any unused annual vacation entitlement or portion thereof due the employee as of the effective date of the cessation of employment.

29.09 At the time of termination, any vacation taken in excess of total entitlement shall be adjusted for by deduction from salary and/or pension contributions.

29.10 Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 29.08 (b) and (c) of this section.

29.11 Subject to Article 30.04 - Sick Leave and Article 31.04 - Bereavement Leave an employee who has entered upon annual vacation leave may not change the status of the employee's absence to any other type of leave.

29.12 When a designated holiday as per Article 28 for an employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.

29.13 Any earned but unused vacation of a deceased full-time permanent employee shall be paid to such employee's estate.

ARTICLE 30 - SICK LEAVE

30.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or quarantined by virtue of being exposed to a contagious disease.

30.02 Sick leave benefits for prolonged periods of disability are provided under the Long Term Disability (Salary Continuance) Plan, and membership in this Plan is compulsory.

- (a) An Employee hired prior to January 18, 2010 will be eligible to receive full salary from the Employer during the waiting period before the employee becomes eligible for benefits under this Plan.
- (b) An Employee hired after January 18, 2010 will be eligible to accumulate sick leave at the rate of one (1) day per month of service, as defined in 2.01 (f). The employee will be awarded the required accumulated sick leave during the waiting period before the employee becomes eligible for benefits under this Plan.

- (c) The maximum number of days of sick leave which may be awarded to an employee hired after January 18, 2010 during any consecutive twenty (20) year period of service, shall not exceed two hundred and forty (240) days.

30.03 Sick leave benefits for lesser periods will be granted in accordance with the following:

- (a) A "Reason for Absence Form" completed and signed by the employee, must be provided to the Executive Director through the Department Head. The Employer reserves the right to require a medical certificate. The nature of illness section of the form is voluntary, and employees are not required to provide private, personal or confidential information regarding their illness.
- (b) For periods in excess of four (4) consecutive days, or in excess of ten (10) intermittent days in the aggregate in a twelve (12) month period, a medical certificate must be provided to the Executive Director through the Department Head. Post-dated medical notes will not be accepted.
- (c) Excessive intermittent use of these benefits will be considered as chronic absenteeism.

30.04 Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of an acceptable medical certificate. Such leave must be applied for and shall be granted upon the recommendation of the Head of the Department and the approval of the Executive Director. Approval, when granted, will apply to the total period of such illness.

ARTICLE 31 - OTHER LEAVES

31.01 Assisted Leave

The Employer recognizes the value of continuing education to the advancement of the Employer, the employees and community as a whole. With this in mind the Bargaining Unit members shall be entitled to apply for assisted leave to improve their qualifications or to pursue a higher degree subject to the following conditions and the needs of the Employer:

31.02 Leave Without Pay

- (a) Leave without pay, for a period of up to six (6) months, may be granted on the recommendation of the Department Head and the approval of the Employer.
- (b) Leave without pay in excess of six (6) months may be granted, upon application to the Employer, for such period and under such conditions as the Employer may deem fit.

- (c) In cases where an employee is preparing to return from Maternity or Paternity leave, leave without pay, for a period of up to twelve (12) months may be granted on the recommendation of the Department Head and the approval of the Employer.
- (d) All requests for leave without pay should be provided in writing to the Employer no less than thirty (30) days prior to the commencement of the leave period.
- (e) If an employee wishes to return to work prior to the expiration of the approved period of leave without pay, they must advise the Employer in writing of their intention to return no less than thirty (30) days before their anticipated return date.

31.03 Political Leave

- (a) The Employer recognizes the right of every citizen to enter political life if so desired. Provided proper regard is given to the instructional, technical, and service needs of the Employer, leave of absence shall be granted to enable the employee to contest an election. Up to four (4) weeks without pay for Provincial or Municipal elections and up to six (6) weeks without pay for Federal elections shall be granted. The employee may opt to take part or all of the employee's annual vacation during the campaign period.
- (b) In the event of the candidate being defeated, the employee will be entitled to resume the employee's normal duties.
- (c) In the event of the candidate being elected to the Provincial or Federal Government, the employee will be granted leave of absence without pay for the term for which the employee has been elected. At the end of this time, if the employee contests a second election and is successful, the employee is required to resign the employee's position after two (2) terms or six (6) years whichever is less. If the employee is not re-elected or does not wish to stand again, the employee will be entitled to resume employment with the Employer; but there is no guarantee of reinstatement in the employee's former post.
- (d) With regard to an employee being elected to a Municipal Council or engaging in other political activities, a leave of absence may be granted for periodic duty, if necessary, subject to appropriate reduction in Employer duty and pay.

31.04 Bereavement Leave

- (a) An employee shall be entitled to leave with pay, for a period of up to five (5) days in case of the death of the employee's spouse or child, including stillbirth.
- (b) An employee shall be entitled to leave with pay, for a period of up to three (3) days in case of the death of the employee's mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or a near relative permanently residing in the employee's household.

- (c) If the death of a relative referred to in (a) above occurs outside the province, an employee shall be entitled to leave with pay, up to a period of four (4) days for the purpose of attending the funeral.
- (d) An employee shall be entitled to special leave with pay up to a maximum of one (1) day, in the event of the death of the employee's aunt, uncle, brother-in-law, or sister-in-law.
- (e) If an employee, while on annual leave, qualifies for bereavement leave under Clauses 31.04 (a), 31.04 (b), 31.04 (c), or 31.04 (d) the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.
- (f) In the event that a death occurs, in the province, outside the immediate area (200 km radius) the employee shall be given one (1) additional day to the time offered in Clause 31.04 (a), 31.04 (b) and 31.04 (d) in order to allow for travel to and from the place of burial.
- (g) An employee who requires additional time off may request annual leave or an unpaid leave of absence, subject to approval of the Employer. Such approval will not be unreasonably denied.

31.05 Maternity/Adoption/Parental Leave

- (a) The commencement and termination dates of an employee's maternity /adoption/ parental leave without pay shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum period in accordance with the *Labour Standards Act* maternity/adoption/parental leave without pay under this clause.
- (b) The Employer reserves the right to require the employee to commence maternity/adoption/parental leave without pay prior to the time specified in Clause 31.05(a) if the state of the employee's health becomes incompatible with the requirements of the employee's job.
- (c) (i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, with no loss of accrued benefits.
- (ii) Employees while on maternity/adoption/parental leave without pay shall continue to accumulate service for seniority purposes including promotion, layoff and recall.
- (d) Annual leave shall accrue during periods of maternity/adoption/ parental leave without pay.

- (e) The employee may return to duty after two (2) weeks' notice of intention to do so on production of a satisfactory certificate of wellness from the employee's physician.
- (f) An employee may be awarded sick leave for illness regardless of its association with pregnancy anytime prior to the scheduled beginning of the employee's maternity/adoption/parental leave without pay or the birth of the child, whichever occurs earlier.
- (g) Periods of maternity/adoption/parental leave without pay up to a maximum of seventy-eight (78) weeks shall be counted as service for the purpose of step progression.
- (h) Pregnancy, Adoption and/or Parental Leave will be in accordance with the Labour Standards Act, as amended from time to time.

31.06 Jury Duty or Court Leave

The Employer shall continue to pay normal salary to an employee called for jury service or subpoenaed as a witness in Court or in other legal or quasi legal judicial proceedings. The employee will present written proof of such service.

31.07 Leave for Court Appearance or Incarceration

- (a) In the event that an employee is accused of an offence which requires a court appearance, the employee shall be granted leave of absence without loss of seniority, benefits, and pay, to which the employee would otherwise be entitled, for the actual time of such appearance. In the event that the accused employee is jailed awaiting a court appearance, the employee shall receive leave without pay and without loss of seniority. The employee shall have the option of taking annual vacation leave to which the employee is entitled in lieu of all or part of the leave without pay.
- (b) If an employee is incarcerated following conviction, and the Employer does not elect to discipline the employee, the employee shall be granted leave of absence without pay for a maximum period of two (2) years. The employee shall have the option of taking annual leave to which the employee is entitled in lieu of all or part of the leave without pay

31.08 Leave in Special Circumstances

- (a) In special circumstances and at the request of the employee, leave with pay may be granted by the Employer. The employee shall apply in writing directly to the Employer with a copy to the Department Head.
- (b) Where the circumstances of the leave request are covered by the provisions of Article 31.09 the employee shall first access any leave to which he/she is entitled under that procedure.

31.09 Family Responsibility Leave

- (a) Subject to Clause 31.09 (b) and (c), an employee shall be awarded up to six (6) days paid family leave in each two (2) year period to be utilized in that period for the following reasons:
- (i) attend to the temporary care of a sick family member; as defined in Clause 31.04 (a)
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member, as defined in Clause 31.04 (a), on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child;
 - (vi) attend to the needs related to home or family emergencies;
 - (vii) attend to needs related to the death of a family member as defined in Clause 31.04 (a);
 - (viii) in special circumstances upon the request of the employee and agreed by the Employer.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 31.09 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) The first two (2) year period shall commence April 1, 2008.

31.10 Compassionate Care Leave

- (a) In accordance with Employment and Social Development Canada, Employment Insurance Program for Compassionate Care Benefits, the Employer shall grant the employee compassionate leave without pay for up to a period of twenty-eight (28) weeks in order to care of a gravely ill family member as identified by Employment and Social Development Canada.

- (i) An employee may return to duty after giving their Employer two (2) weeks' notice of their intention to do so.
 - (ii) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
 - (iii) Periods of leave under this clause shall count as service for the purposes of severance pay, seniority, annual leave and awarding of increments.
- (b) Employees on leave under this clause who are part of the Group Insurance Plan and/ or the Pension Plan may be permitted to continue to participate in accordance with the policies established for those plans.

ARTICLE 32 - TEMPORARY ASSIGNMENT

32.01 For the purposes of this Article:

- (a) "Temporary Assignment" means the assignment of an employee to another position in the bargaining unit. An employee who receives a temporary assignment shall receive the rate of pay established for the position or shall retain their existing rate, whichever is higher.
- (b) "Secondment" means the assignment of an employee as determined by the Employer subject to clause 19.04 or upon application by the employee, to a position outside the bargaining unit.

32.02 (a) In the case of short-term temporary assignments, the Employer shall select for temporary assignment the senior employee provided that the employee has the qualifications and capability to perform the work required.

- (b) In case of temporary assignment in excess of thirteen (13) weeks, the vacancy shall be posted and filled as per Articles 20 and 21.

32.03 Where an employee is placed on temporary assignment or secondment within the Employer for a period of one year or more, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.

32.04 After an employee has been on temporary assignment or secondment within the Employer for a continuous period of one year, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.

32.05 Where an employee is required to perform overtime work which is outside the employee's classification, overtime pay shall be based upon the rate applicable to such classification.

ARTICLE 33 - TRAVEL EXPENSES

33.01 Any bargaining unit employees required to travel on the Employer's business or Employer approved conferences and/or seminars shall be reimbursed in accordance with the University Travel Policy.

ARTICLE 34 - EDUCATIONAL ASSISTANCE/PROFESSIONAL DEVELOPMENT

34.01 (a) An employee may be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Employer, provided that the course is not available outside normal working hours and time is compensated for by the employee. Such permission will not be unreasonably denied.

(b) The Employer will make its best efforts to ensure that employees who wish to take a course in accordance with Clause 34.01 (a) are permitted to do so. The Employer undertakes to show flexibility, within the operational requirements of the unit, in making arrangements for employees to compensate for course time.

34.02 An employee may be granted financial assistance for approved courses of study or special training subject to the approval of Employer. The employee may be required to sign a written agreement covering the conditions under which the assistance may be granted.

34.03 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, et cetera, to be held on the Employer's premises during the employees' lunch period or following the regular working day.

34.04 An employee shall be granted leave of absence with pay to write examinations to upgrade the employee's qualifications related to employment.

34.05 (a) Employees will have the opportunity to avail of three (3) days or a maximum of twenty-four (24) hours professional or job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees will be on an optional basis and they will be compensated at straight time rates for an hour-for-hour basis (time off) for up to three (3) days to a maximum of twenty-four (24) hours in the fiscal year.

(b) Part time employees shall receive such leave on a pro-rated basis depending on hours worked.

ARTICLE 35 - ABSENCE FROM THE EMPLOYER

35.01 No payment of salary shall be made in respect of any period during which an employee is absent from the employee's duties without approved leave.

35.02 When an employee is unable, for any reason, to report to work, it is the employee's responsibility to notify the employee's Department Head or Supervisor at the earliest opportunity.

ARTICLE 36 - MEDICAL EXAMINATIONS

36.01 An employee may be required to undergo, without cost to such employee, medical examinations by a physician, in the following cases:

- (a) Consistent absence due to sickness or other disabilities.
- (b) Deterioration in the performance of duties.
- (c) In order to obtain periodic certificates of health where these are required.

ARTICLE 37 - FUTURE LEGISLATION

37.01 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

37.02 If legislation results in greater rights or benefits than are in effect under this Agreement, such rights or benefits shall be deemed to form part of and be applicable to this Agreement.

ARTICLE 38 - PROTECTIVE CLOTHING

38.01 Where the Employer requires the wearing of protective clothing, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.

38.02 Where smocks, uniforms, protective clothing, or clothing allowances are currently provided by the Employer, the present practice shall continue.

38.03 It is agreed that the Employer will provide one smock per employee and regulate the issue, and control of such clothing.

ARTICLE 39 - PENSIONS AND BENEFITS

39.01 The following Group Insurance plans presently in effect will be continued on the current cost-sharing basis:

- (a) Health

- (b) Life & Accidental Death and Dismemberment
- (c) Long Term Disability
- (d) Dental Plan.

39.02 Contractual employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment, including extension of contracts.

39.03 All part-time employees employed by the Employer and included in the Bargaining Unit will not be eligible to participate in the Benefit Plans, as set out in this Article, or the Employer Pension Plan, unless the terms of their employment contracts are in accordance with the policies established for those plans.

ARTICLE 40 - INJURY ON DUTY

40.01 Where an employee is injured while on duty, the employee shall receive compensation as determined by WorkplaceNL for the entire period of temporary disability as defined by the WorkplaceNL, subject to Provincial legislative restrictions. Employees are required to report all workplace injuries to their supervisor immediately and prior to leaving the workplace.

40.02 Where an employee is permanently and totally disabled as determined by the WorkplaceNL, the employee shall be paid such pension and allowances by the WorkplaceNL as set out in their Schedule of Benefits.

40.03 A permanently and totally disabled employee may continue to contribute to the Employer Pension Plan.

40.04 Where a permanently partially disabled employee is certified by a physician as fit to return to work but can no longer carry out the duties of the employee's position, every effort shall be made to place the employee in a position consistent with the employee's qualifications and capabilities.

40.05 Where the injury was due to the employee's wilful misconduct, the employee may be disciplined in accordance with the provisions of Article 14.

ARTICLE 41 - SAFETY AND HEALTH

41.01 The Employer and the Union shall co-operate in improving rules and practices for the health and safety of employees.

41.02 The function of the Safety and Health Committee shall be to assist in creating a safe place to work and to recommend actions which will assist in improving the effectiveness of an accident-prevention program.

41.03 A Safety and Health Committee, as provided for under the Occupational Health and Safety Act, shall be established composed of not more than six (6) members composed

of an equal number of representatives of the Employer and of an equal number of representatives of the Union.

- 41.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 41.05 The Safety and Health Committee shall hold meetings as the need arises, on the request of the Employer or the Union, but in any event, every two (2) months.
- 41.06 The Committee shall deal with all unsafe and hazardous or dangerous work conditions.
- 41.07 Copies of minutes of all Committee meetings shall be sent to the Employer and the Union.
- 41.08 Representatives of the Bargaining Unit on the above-mentioned Committee shall, subject to operational requirements and the prior approval of the Employer, be granted time off without loss of pay, benefits, and seniority while attending to the work of the Committee.
- 41.09 Upon request, the Employer and the Union agree to furnish each other, in writing, any information they possess respecting conditions in the workplace.
- 41.10 In recognition of the legislative and regulatory requirements which exist relating to safety related training and certification under the Occupational Health and Safety Act and The Transportation of Dangerous Goods Act, the Employer will ensure that employees will be provided with necessary training and certification at no cost to the employee. Further, the Employer will monitor the expiry date of employee certifications to ensure that any necessary certifications are kept current.
- 41.11 Further to the above, in an effort to recognize the discussions that occurred during the 2023/24 collective bargaining process, the Safety and Health Committee will ensure that issues related to workplace violence are addressed.

ARTICLE 42 - REVISION BY MUTUAL CONSENT

- 42.01 Any Article in this Agreement, other than the duration of the Agreement, may be altered or amended by mutual consent of the parties thereto.

ARTICLE 43 - PERSONAL AND SEXUAL HARASSMENT

- 43.01 The Employer and the Union agree that all members of the Employer community are entitled to pursue their duties or studies in an environment free from harassment by members of the Employer community. Individuals who engage in harassment shall be subject to discipline up to and including dismissal. For the purpose of this Article, a member of the Employer community is anyone appointed, contracted, employed or registered as a student, by the Employer.

43.02 For the purpose of this Article, harassment is defined as:

- (a) Harassment based on race, religion, religious creed, gender, marital status, physical or mental disability, political opinion, colour, ethnic national or social origin, or sexual orientation, is any behaviour that is directed at, or is offensive to a member of the Employer community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.
- (b) Harassment of a sexual nature is comprised of sexual comments, gestures, or physical contact that the individual knows or ought to reasonably know to be unwelcome, objectionable, or offensive. The behaviour may be on a one-time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided, and/or coercive. Both males and females may be subject to such actions.
- (c) Personal harassment is any behaviour by any person in the workplace that is directed at or is offensive to a member of the Employer community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member which the person knows or ought reasonably to know to be offensive or threatening. Such alleged harassment does not include appropriate supervisory practices or matters within the normal disciplinary processes of the Employer.

43.03 The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The complainant shall be protected from repercussions which may result from the complaint.

43.04 Both parties support the principles espoused in Sections 10.01 and 10.02 of the *Newfoundland Human Rights Act* (as amended by Chapter 62, 1983) and agree to cooperate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the Employer community.

ARTICLE 44 - CLOSURE OF THE EMPLOYER

44.01 Where the Employer is officially closed for natural causes beyond its control, the Employer agrees that:

- (a) For those employees scheduled to work and who are unable to get to work:
 - (i) no loss of pay
 - (ii) no loss of vacation
 - (iii) no loss of sick leave benefits
- (b) Subject to Item (d), for those employees scheduled to work and do work, no extra pay.

- (c) For those employees scheduled to work and who work an extra shift or shifts, above their normally scheduled shift, overtime pay in accordance with the provisions of the Collective Agreement.
- (d) Employees who have been notified that they are required to report for work or who are classed as essential employees, in addition to their normal pay for that day, time off on an hour-for-hour basis at a mutually agreed time.
- (e) Employees in either of the categories under (d) above who refuse to report for work when required shall not be entitled to any pay for that day.
- (f) When an employee is prohibited from using the employee's own or public transportation by virtue of a declared state of emergency, the employee in either of the categories under (d) above will be provided with transportation by the Employer.

ARTICLE 45 - CHILDCARE

45.01 The Employer agrees to do all that is reasonably possible to assist the Union in securing suitable childcare facilities for the members of the Bargaining Unit. Bargaining Unit members shall continue to be given priority at Campus Childcare Inc. at the lowest billed rate available.

ARTICLE 46 - CONTRACTING OUT

- 46.01 No members of the bargaining unit will lose the member's job because of a decision of the Employer to contract out work normally performed by members of the bargaining unit. An employee so affected will be offered another position within the Employer consistent with the employee's qualifications and capabilities, without loss of pay or benefits.
- 46.02 Notwithstanding the provisions of Clause 46.03 and Clause 46.04, contracting out without notice may occur only to the extent required to maintain normal operations and to compensate for fluctuations in service levels and demand.
- 46.03 Prior to finalizing any decision about contracting out all or a significant part of any services provided by members of the bargaining unit, the Employer agrees to advise the Union of its intention to contract out with supporting reasons. Within thirty (30) days of such advice the Union may consult and/or make representations on the matter to the Employer to explore alternatives to contracting out in order to retain said work within the bargaining unit.

Should the Employer thereafter decide to contract out, a further thirty (30) days notice will be given to the Union, prior to such contracting out.

46.04 The Union shall be provided with information relating to a specific instance of contracting out upon request to the Executive Director or designate.

ARTICLE 47 - GENERAL CONDITIONS

47.01 The Employer agrees that a section of at least one (1) bulletin Board will be reserved for the use of the Canadian Union of Public Employees, Local 4554-01, for Union business.

47.02 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on bulletin Boards.

47.03 The Employer agrees to maintain present practice regarding the supply of tools and equipment required by employees in the performance of their duties.

47.04 All Articles in the Collective Agreement will take effect as of the date of signing with the exception of those Articles which have a specific effective date.

47.05 The Employer agrees that parking fees for Union members will only be increased to the extent that they are increased for all other employees of Memorial University of Newfoundland.

ARTICLE 48 - CONTRACTUALS

48.01 A contractual employee's letter of appointment shall include reference to the following: start date and end date of the appointment; salary; period of notice; and eligibility to participate in the Pension and Benefit Plans in accordance with the policies established for those plans.

ARTICLE 49 - DURATION OF AGREEMENT

49.01 Except as otherwise provided, the Agreement shall be effective from July 1, 2023 and shall remain in full force and effect until June 30, 2026 and from year to year thereafter, unless either of the parties gives notice in writing, not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days immediately before the date of expiration of this Agreement, of its desire to commence collective bargaining with a view to the renewal or revision of this Agreement or the conclusion of a new Agreement.

ARTICLE 50 - PENSION PLAN

50.01 All employees of Campus Childcare Inc. participating in the MUN Pension Plan as of September 1, 2006, shall continue to participate in the MUN Pension Plan and continue to pay premiums as per the provisions of the Plan.

- 50.02 All new employees of Campus Childcare Inc. since September 1, 2006, shall participate in a 50/50 cost shared RRSP. The Employer shall match the employee's contribution rate of 3, 4, 5 or 6% of the employee's annual earnings.
- 50.03 The parties to this Agreement will investigate the possibility of introducing a substitute defined benefit plan during the term of this Agreement. Such a plan will be introduced with the mutual agreement of the Employer and the Union.

SIGNING PAGE

Signed this 4 day of 03, 2024.

SIGNED ON BEHALF OF
CAMPUS CHILDCARE INC.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4554-01

Rachel Shindon

Deanna Why

Inessa Rose

Heather Stratton

[Signature]

K. Soper

Roxanna Jackson
Witness to above Signatures

[Signature]
Witness to above Signatures

LETTER OF UNDERSTANDING re: Provincial Funding

BETWEEN
CAMPUS CHILDCARE INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4554-01

Both parties agree that should funding for wages or benefit enhancements be announced by the provincial and/ or federal governments for Early Learning and Childcare during the life of this collective agreement, the Employer will consult with the Union regarding such additional funding.

Signed this 4 day of March, 2024.

SIGNED ON BEHALF OF
CAMPUS CHILDCARE INC.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4554-01

Jennifer Rose
[Signature]

Deanna Uley
[Signature]

Rachel Blunden

K. Soper

Moraine Jackson
Witness to above Signatures

[Signature]
Witness to above Signatures

LETTER OF UNDERSTANDING re: Closure Period

January 18, 2010

Ms. Wanda Power
National Representative
Canadian Union of Public Employees

Dear Ms. Power:

It is understood that the Childcare staff take the closure period between summer and fall terms as vacation. Should this period be longer than the vacation time built up by staff, staff shall be permitted to accrue a deficit vacation, to be reduced in the next year.

Yours truly,

Lisa Curran
Negotiator
Campus Childcare Inc.

APPENDIX A - Classifications

Position Title

Program Administrator II
Program Administrator III
Program Administrator IV

EC Educator Trainee
EC Educator I¹
EC Educator II²
EC Educator III³
EC Educator IV

Administrative Assistant

Cook/Housekeeper

Assistant Housekeeper

NOTE:

¹Employees hold a Level 2 certification as outlined under the Childcare Services Act and Regulations

²Employees hold a Level 1 certification as outlined under the Childcare Services Act and Regulations

³Employees do not hold a Level 1 certification as outlined under the Childcare Services Act and Regulations

APPENDIX B - Composition of the Bargaining Unit

A unit of employees comprising staff of Campus Childcare Inc. save and except:

- Executive Director

The unit of employees of Campus Childcare Inc. include:

- Administrative Assistant
- Assistant Housekeeper
- Cook/Housekeeper
- Early Childhood Educators
- Program Administrators

APPENDIX B2 - Salary Scales

July 1, 2023				
Position	Base	Step 1	Step 2	Step 3
Administrator Level 2	-	\$29.73	\$30.33	\$30.93
Administrator Level 3	-	\$34.20	\$34.88	\$35.57
Administrator Level 4	-	\$39.32	\$40.11	\$40.91
ECE Level 1	\$22.53	\$22.98	\$23.44	\$23.90
ECE Level 2	\$26.50	\$27.03	27.57	\$28.12
ECE Level 3	\$30.48	\$31.09	\$31.70	\$32.34
ECE Level 4	\$35.04	\$35.74	\$36.46	\$37.20
Trainee Educator	\$19.14	\$19.53	\$19.92	-
Administrative Assistant	\$24.00	-	-	-
Cook	\$26.00	-	-	-
Assistant Cook/Housekeeper	\$17.82	-	-	-

July 1, 2024				
Position	Base	Step 1	Step 2	Step 3
Administrator Level 2	-	\$30.33	\$30.93	\$31.55
Administrator Level 3	-	\$34.88	\$35.57	\$36.29
Administrator Level 4	-	\$40.10	\$40.91	\$41.73
ECE Level 1	\$22.98	\$23.44	\$23.91	\$24.38
ECE Level 2	\$27.03	\$27.57	\$28.12	\$28.68
ECE Level 3	\$31.08	\$31.71	\$32.34	\$32.99
ECE Level 4	\$35.74	\$36.46	\$37.19	\$37.94
Trainee Educator	\$19.53	\$19.92	\$20.32	-
Administrative Assistant	\$24.48	-	-	-
Cook	\$26.52	-	-	-
Assistant Cook/Housekeeper	\$18.18	-	-	-

July 1, 2025				
Position	Base	Step 1	Step 2	Step 3
Administrator Level 2	-	\$30.93	\$31.55	\$32.18
Administrator Level 3	-	\$35.58	\$36.28	\$37.01
Administrator Level 4	-	\$40.91	\$41.73	\$42.57
ECE Level 1	\$23.44	\$23.91	\$24.38	\$24.87
ECE Level 2	\$27.57	\$28.12	\$26.68	\$29.26
ECE Level 3	\$31.71	\$32.35	\$32.99	\$33.65
ECE Level 4	\$36.46	\$37.19	\$37.94	\$38.70
Trainee Educator	\$19.92	\$20.31	\$20.72	-
Administrative Assistant	\$24.97	-	-	-
Cook	\$27.05	-	-	-
Assistant Cook/Housekeeper	\$18.54	-	-	-

APPENDIX C - Non-Credit, Professional Certificate Programs, and Credit Courses

Eligibility:

Permanent employees, or Contractual employees under contract for a minimum of six months are eligible to apply for funding for these programs.

Description:

Non-credit courses include educational programs that are offered under the umbrella of professional and skill development and may be undertaken to enhance an employee's work performance.

Professional Certificate Programs: usually involves more than one course and would normally lead to obtaining a diploma, license and/or certificate.

Credit Courses: offered by Memorial University for those employees who wish to continue their education to obtain a higher level of post secondary education.

Approval:

Approval for financial assistance to attend any training program or educational program must be obtained prior to registration. The Employer has no obligation to pay for programs/courses, which have not received prior approval.

Upon approval from the Employer, course/registration fees will be disbursed to a maximum amount equivalent of either one undergraduate or one graduate course for each semester a course is taken. Any additional amounts will be the responsibility of the employee.

Employees must complete an "*Application To Undertake Training Program*" form for non-credit and professional certificate programs, or "*Application For Financial Assistance For University Credit Course*" for University credit courses and submit to the Employer for approval.

In the case of university credit courses, when a course is not available outside normal working hours, an employee may be permitted to register for or audit one course during working hours on approval of the Employer provided that time is repaid.

With the exception of University Credit Courses, applications will be approved on the basis of the training budget and the relevance of the program/courses to the employee's position.

Reimbursement of Financial Assistance

- (a) Where an employee has received financial assistance (registration fees, tuition fees) and fails to complete the course (a grade is not awarded) and/or terminates employment with Campus Childcare Inc. prior to the end of the course, the employee may be required to reimburse the Employer.

- (b) Where an employee is granted assisted leave and does not return to Campus Childcare Inc. for a period equal to that leave, the employee shall repay the amount of financial assistance on a prorated basis based on the period of time worked following return from assisted leave.
- (c) Where an employee has received financial assistance for a certificate course and terminates employment with Campus Childcare Inc., within one year of assisted payment, a prorated amount of the financial assistance will be recovered from the employee upon termination.

Exceptions to the Policy

Notwithstanding any clause of this policy, exceptions may be granted in extenuating circumstances, upon approval of the Employer.

Funding

The maximum funding for any one program will be an amount equal to the tuition fee for one undergraduate or one graduate course. Any additional fees will be the responsibility of the employee.

Employees must apply for each semester for which funding is requested. Where an employee is enrolled in a graduate program but does not register for a course, there will be no tuition or continuance fee paid by the employer.