

***COLLECTIVE AGREEMENT***

***BETWEEN***

***DAYBREAK PARENT CHILD CENTRE***

***AND***

***CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3017***



***July 1, 2016 to June 30, 2020***



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## DEFINITIONS

- (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (b) "Casual Employee" means a person who is employed on an as required or intermittent basis.
- (c) "Centre/Agency" Agency refers to the operation of all aspects of Daybreak Parent Child Centre and includes the children's service, services to families and related tasks and roles required for effectively meeting the mandate and mission of the Agency.
- (d) "Classification" means one of the positions identified in Schedule "A".
- (e) "Day" means a working day unless otherwise stipulated in this Agreement.
- (f) "Employee or Employees" where used, is a collective term except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit, as outlined in Schedule "A".
- (g) "Employer" means a duly constituted Board of Directors responsible for the operation of the Daybreak Parent Child Centre and includes any person or agency authorized to act on behalf of the Board of Directors.
- (h) "Executive Director" where applicable means the Executive Director of the Daybreak Parent Child Centre.
- (i) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month.
- (j) "Part-time Employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each week.
- \*(k) "Permanent Employee" means a person who has completed her probationary period and is employed without reference to any specific date of termination.
- (l) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (m) "Service" means any period of employment either before or after the date of signing of this agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) days in the aggregate in any year, unless specified otherwise in this agreement.
- (n) "Special project grant" means funding awarded or given to the Employer from any source

in addition to the core funding provided by a government department or agency with primary funding responsibility for Daybreak Parent Child Centre.

- (o) "Special project employee" is an employee funded under a Special Project grant and who is not part of the bargaining unit.
- (p) "Temporary Employee" means a person who is employed for a specific period or for the purpose of performing certain specified work over a specified period of time and who may be laid off at the end of such period or upon completion of such work.
- (q) "Vacancy" means a permanent position, or temporary position in excess of twelve (12) weeks duration, which the Employer requires to be filled.
- (r) "Temporary assignment" shall mean the assignment of an employee to another position within the bargaining unit at the same or higher salary level than the employee's current position.

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

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

- (a) To maintain good relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union while promoting the purposes and mission of the organization.

However, this preamble shall not conflict with contractual arrangements as set out in this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

**2.02 Not Discriminatory**

The Employer shall exercise its management rights in a non-discriminatory manner.

**ARTICLE 3 - RECOGNITION AND NEGOTIATION**

**3.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the employer listed in Schedule "A" and for such other employees who are not specifically excluded by the original certification order or in accordance with Clause 3.01 (a) - (c) below.

When new classifications are developed, the following procedures shall apply:

- (a) The Employer will notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
- (b) The Union, after consultation on the Employer's position will respond in writing outlining the reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.
- (c) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

**3:02 Work of the Bargaining Unit**

- (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included except for instructional, experimental, research and performance review purposes, in the case of an emergency or when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the normal hours of work or pay of any employees.
- (b)
  - (i) Existing bargaining unit employees shall be given right of first refusal on contractual projects provided they are available and qualified to perform the work required subject to the terms and conditions of the contract.
  - (ii) Special project employees shall not be engaged to undertake work which has been regularly done by members of the bargaining unit, so as to cause lay-off or loss of present benefits to employees in the bargaining unit.
- (c) The Employer agrees to use its best efforts to notify the Union prior to implementation of any Special Project.

- (d) Board members may be hired for periods of up to ten (10) consecutive work days provided no bargaining unit member is qualified and able.

### **3.03 No Other Agreement**

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

### **3.04 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives from the Canadian Union of Public Employees or any other advisors when dealing with matters relating to employer-employee relations, grievances, or negotiations with the Employer.

The Union representative shall have access to the Employer's premises to deal with matters arising out of this collective agreement. However, such representative(s)/advisors shall first inform the Executive Designate who will take into consideration the operation of the Centre. Such meetings with the Union representative(s)/advisors shall not interfere with the operation and programs of the Agency.

### **3.05 Notification of Officers**

Not less than once per year, and whenever there is a change, the union will inform the employer in writing of the names of union executive members and names of Stewards authorized by the union to conduct grievance matters on behalf of the union.

## **ARTICLE 4 - HUMAN RIGHTS**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of age, race, creed, colour, ancestry, national origin, sex, sexual orientation, marital or parental status, family relationship, place of residence, nor by reason of her membership or activity in the Union.

### **4.02 Personal Rights**

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for any individual which are not connected with the operation of the Employer.

#### **4.03 Personal Harassment**

The Employer and the Union recognize the right of all employees at Daybreak to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all reasonable steps to ensure that the harassment stops and individuals who engage in such behaviours are appropriately disciplined. The Employer agrees that victims of harassment shall be protected from repercussions which may result from a complaint.

For the purpose of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or a series of incidents. Both males and females may be victims.

Workplace harassment is any unwelcome verbal comment, physical conduct or other behaviour whether obvious or subtle which creates an intimidating, hostile or offensive environment; interferes with an individual's ability to carry out her responsibilities; or can affect an individual's employment opportunities. Some examples of workplace harassment include slurs, gestures, name-calling, innuendos or taunts; refusing to work with or have contact with an individual because of her racial or ethnic background; negative comments about the general unsuitability of a particular group for the work which they do; for example statements about women's lack of ability in particular areas; displaying pornographic, racist or other offensive or derogatory pictures, materials, graffiti; comments about a group's or individual's moral or intellectual ability or sexual orientation; insulting, criticizing or demeaning remarks about a group of people.

### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

#### **5.01 Union Membership Requirement**

- (a) This Collective Agreement is fully applicable to all part-time, temporary or casual employees, unless otherwise specified.
- (b) All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of the Agreement, provided they continue to occupy a bargaining unit position.
- (c) All employees hired after the signing of this Agreement, other than students on field placement and contractual employees engaged to undertake work which would not be performed by the members of the bargaining unit, shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01 Check-off Payments**

The Employer shall deduct from employees coming within the bargaining unit the monthly dues and initiation fees of the Union and forward these deductions to the National Secretary-Treasurer of CUPE not later than the 15th day of each month.

The cheque shall be accompanied by list of the names of employees from whose wages the deductions have been made.

The Employer agrees that twice a year they will provide the Union with a list of the names of all Local 3017 members accompanied with each employee's mailing address, telephone number, e-mail address and classification in electronic format.

### **6.02 Dues Receipts**

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

## **ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

### **7.01 Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

### **7.02 Interviewing Opportunity**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union Steward or Representative. An Officer 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 sixty (60) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her responsibilities and obligations to Employer and 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 Board of Directors or Executive Director where applicable or her designate and the Recording Secretary of the Union or their designate.

## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

**9.01** A labour/management committee shall be established and maintained consisting of three representatives of the employer and three representatives of the union, i.e. one (1) representative each from the Children/Parents, Family and Home Visitation, and Community Programs. A quorum will consist of at least two (2) representatives from both parties. Additional representatives from both parties shall be permitted should issues on the agenda require it.

Meetings of this committee shall be held on a quarterly basis or at the request of either party with reasonable notice given. The purpose of the meetings will be to discuss matters of mutual interest. Minutes of these meetings shall be maintained. At least two (2) weeks before a scheduled meeting the union and the Employer will submit to the other party items for an agenda. Items not on the agenda will not be discussed without the approval of the other party.

## **ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **10.01 Representatives**

Employees attending negotiation sessions with the Employer during working hours shall not incur a reduction in their regular pay as a result of time spent in meetings with the Employer. In addition, the Employer agrees to provide leave with pay for two (2) days of pre-negotiation preparation for three (3) employees if required and requested by the Union in writing.

### **10.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

## **ARTICLE 11 - RESOLUTION AND REPORTS OF THE EMPLOYER**

**11.01** Copies of all by-laws, rules and regulations adopted by the Board at a board meeting which directly affect the members of this Union are to be forwarded to the Union.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.01 Recognition of Union Stewards and Grievance Committees**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting her grievance in accordance with the grievance procedure.

The Union shall make every reasonable effort to limit the number of Shop Stewards and/or grievance committee members involved in any investigation, grievance meeting, or arbitration hearing.

#### **12.02 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the Employer and that she will not leave her work during the working hours except to perform her duties under this agreement. Therefore, no Steward shall leave her work without obtaining the permission of her Supervisor, which permission shall not be unreasonably withheld.

#### **12.03 Definition of Grievance**

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

#### **12.04 Settling of Grievances**

Grievances shall be settled fairly and promptly in the following manner:

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 three (3) working days. 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.

##### Step 1

The aggrieved employee shall, within eight (8) working days after becoming aware of the occurrence of the grievance, submit her grievance to the Shop Steward or in the absence of her Shop Steward, another Shop Steward may process the grievance. At each step of the grievance procedure the grievor shall have the right to be present.

##### Step 2

If the Steward considers the grievance to be justified, the employee concerned and/or Shop Steward, may within five (5) working days following receipt of the grievance, submit her grievance in writing to the employee's supervisor outlining the alleged violation and redress sought. An earnest effort shall be made by all parties to settle the grievance at Step 2. The supervisor's reply shall outline her objections, or disagreement with the grievance.

##### Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Shop Steward shall, within a further five (5) working days, submit the grievance to the Executive Director where applicable who shall render a decision within five (5) working days after receipt of such grievance. The Executive Director may also

seek an additional meeting with the Union in an attempt to resolve the grievance at this stage.

Step 4

Failing settlement being reached in Step 3, either party may refer the dispute to arbitration within fifteen (15) working days of the Executive Director's decision in Step 3.

**12.05 Policy Grievance**

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

**12.06 Union May Institute Grievances**

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

**12.07 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

**12.08 Replies in Writing**

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

**12.09 Facilities for Grievances**

The Employer shall supply the necessary facilities for grievance meetings at a time and place so as not to interfere with the operation of the Agency.

**12.10 Mutually Agreed Changes**

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

**ARTICLE 13 - ARBITRATION**

**13.01 (a) Selection of Arbitrator**

When a grievance is referred to arbitration in accordance with Article 12, the referral shall be made by registered mail addressed to the other party of the Agreement, indicating the name of a proposed arbitrator. Within ten (10) days thereafter, the other party shall answer by registered mail indicating either its agreement with the proposed arbitrator or the name of an alternate arbitrator.

(b) Conflict of Interest

No person:

- (i) who has any pecuniary interest in the matters referred to the arbitration board, or
- (ii) who is acting or has within a period of six (6) months preceding the date of her appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either the Employer, the Union or any other affected parties shall be appointed to act as arbitration board chairperson.

**13.02 Failure to Appoint**

If the parties fail to agree upon an arbitrator within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon request of either party.

**13.03 Technical Objection**

A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice.

**13.04 Decision**

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which she deems just and equitable.

**13.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.

**13.06 Expenses**

Each party shall pay one-half of the fees and expenses of the Arbitrator.

**13.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are mandatory.

**13.08 Witnesses**

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance

of the employee or employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer premises to view any working conditions which may be relevant to the settlement of the grievance.

### **13.09 Expedited Arbitration**

Subject to agreement of both parties, a form of expedited arbitration 1 or 2 may be used following Step 3 of the Grievance Procedure. The particulars are as follows:

#### Expedited 1

- a) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within fifteen (15) days of the referral to arbitration.
- b) The single arbitrator must be agreed to by both parties within seven (7) days of the referral to arbitration and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
- c) Decisions will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

#### Expedited 2

- a) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) days of the referral to arbitration.
- b) The single arbitrator must be agreed to by both parties within seven (7) days of the referral to arbitration and the appointed arbitrator must be willing to render a written decision within ten (10) calendar days following presentation or written briefs and oral arguments of each party.
- c) The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator.

Both parties retain access to the complete arbitration process as described in Article 13 of the Collective Agreement where they do not wish to implement expedited arbitration 1 or 2.

Decisions of the arbitrator will be binding on both parties within the guideline of the Public Service (Collective Bargaining) Act.

Cost will be shared on a 50/50 basis.

## **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01 Principle of Innocence**

With the exception of a termination of a probationary employee for reasons of incompetence or unsuitability, an employee can only be disciplined for just cause.

### **14.02 Discharge Procedure**

An employee who has completed her probationary period may be dismissed, but only for just cause and only upon the authority of the Employer. When an employee is discharged, suspended or reprimanded, such employee shall be notified verbally of the reason at the time of such action and shall receive written confirmation of the reason within a further seven calendar days.

### **14.03 Discipline Procedure**

The employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the National Representative of the Union.

### **14.04 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

### **14.05 Warning**

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Employer shall within seven (7) calendar days thereafter, give written particulars of such censure to the employee.

### **14.06 Designation of Supervisor**

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

### **14.07 Right to Have Steward Present**

An employee shall have the right to have her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her Steward to be present at the interview.

#### **14.08 Personal Records**

- (a) There shall be one (1) recognized personal file for each employee, or former employee, which shall not be shared in any manner with any other employee or agency without the prior written consent of the employee concerned.
- (b) An employee shall have the right at any reasonable time, to have access to and review her personal file and to make copies of any material contained in the file. The employee may be accompanied by her Union representative if so desired.
- (c) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's file.
- (d) An employee who has been terminated for cause and whose file is proceeding through the grievance/arbitration procedure shall have the right to access her personnel file and copy all documents contained therein after making an appointment during regular working hours.

#### **14.09 Use of Demotion as Discipline**

Demotion shall not be used as disciplinary measure unless ability to perform the requirements of the position is a consideration.

#### **14.10 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

#### **14.11 Justice and Dignity Provision**

If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from her place of employment, it shall be with pay.

#### **14.12 Adverse Report**

- (a) The Employer shall notify an employee in writing of any dissatisfaction concerning her work within ten (10) working days from the occurrence or discovery of the incident giving rise to discipline. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of her record for use against her at any time.

The adverse report of an employee shall not be used against her at any time in the following circumstances:

- (i) twenty-four (24) months have elapsed in the case of alcohol and/or drug related offences;
- (ii) when eighteen (18) months have elapsed since a suspension;
- (iii) when twelve (12) months have elapsed since the issuance of a letter of reprimand, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of her record. It shall be the responsibility of the employee to request in writing that the adverse report be removed from the file.

This Article shall apply in respect to any expression of dissatisfaction relating to her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

- (b) Employees who receive written notification from the Employer regarding any dissatisfaction concerning her work has the right to reply in writing to such notification of dissatisfaction. Both the Employer's notification of dissatisfaction and the employee's reply to such notice of dissatisfaction shall become a part of the employee's personal record of employment and placed upon the employee's personal file.

## **ARTICLE 15 - SENIORITY**

### **\*15.01 Seniority Defined (Type of Seniority Unit)**

- (a) Bargaining unit seniority is defined as the total numbers of hours worked with the Employer in a bargaining unit position and includes the total number of hours on approved paid leave. It shall also include service with the Employer prior to the certification or recognition of the Union. Bargaining unit seniority shall be used in determining preference or priority for promotion, transfer, lay off, permanent reduction in the workforce, and recall, as set out in other provisions of this agreement.
- (b) The programs currently in place are Childrens/Parents Program, Community Program, and Family/Home Visitation Program. The Employer will consult with the Union should new programs be established, or existing programs be discontinued.

### **\*15.02 Seniority Lists**

- (a) Year End Seniority List – Permanent Employees

The Employer shall maintain a bargaining unit seniority list showing the current classification and number of hours of credited service of each permanent employee. Where two or more employees have equal service seniority, precedence shall be in

accordance with date of hire. An up-to-date seniority list shall be posted and sent to the Union by April 30th of each year, showing seniority earned to March 31st of each year.

(b) Seniority List – Temporary and Casual Employees

Bargaining unit seniority for temporary and casual employees will be determined by the actual number of hours worked by each employee in a bargaining unit position and will include time off on approved paid leave. A seniority list of temporary and casual employees will be posted by October 31st of each year showing accumulated hours worked to date for each employee to September 30th. Where two or more employees have equal number of hours worked, the employee with an earlier date of hire will be considered the senior employee.

(c) Seniority List Challenges

Employees shall have thirty (30) calendar days after posting of a seniority list to protest in writing any errors or omissions. The onus of proof of any claims of error lies with the employee however, the Employer will cooperate with the employee in providing records and all proven inaccuracies will be corrected. Any seniority date not challenged within thirty (30) calendar days of posting will be considered accurate and is not subject to further review until the release of a subsequent seniority listing.

**15:03 Probationary Periods**

- (a) The probationary period shall be six hundred and ninety (690) working hours for all employees. It is agreed that part-time, temporary and casual employees shall be allowed to accumulate periods of employment in order to complete their probationary period.
- (b) Subject to Clause 14.01, probationary employees shall be entitled to all rights and benefits of this agreement.
- (c) Seniority for probationary employees shall be retroactive to the date of hire once the probationary period is complete.

**15.04 Loss of Seniority and/or Employment**

An employee shall not lose seniority if she is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

- (a) An employee shall lose her seniority and employment in the event:
  - (i) She is discharged for just cause and is not reinstated.
  - (ii) She resigns in writing and does not withdraw it within two (2) working days.

- (iii) She is laid off for a period longer than two (2) years.
  - (iv) She is unfit to return to work after being on special unpaid leave in excess of twenty-four (24) months.
- (b) An employee shall lose her seniority in the event:
- (i) She fails to return to work within fifteen (15) working days following a recall and after receiving notice by registered mail to do so, unless through sickness or other reasons deemed acceptable to the Employer. The Employer reserves the right to request written confirmation of the employee's inability to respond to a recall due to sickness. The refusal of an employee to accept recall to such employment will not result in loss of seniority and will not prejudice her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer required notice of termination to accept the recall.
  - (ii) An Employee recalled for employment of short duration (less than one week) at a time when she is employed elsewhere shall not lose her recall rights for refusal to return to work. The Employer reserves the right to request confirmation of employment.
  - (iii) She is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible or;
  - (iv) She is a casual employee and refuses a recall on three (3) consecutive occasions without good and sufficient cause.

#### **15.05 Transfer and Seniority Outside Bargaining Unit**

- (a) An employee accepting a permanent position outside the bargaining unit shall have the right to return to her former position for a period of sixty days after which she shall forfeit her seniority and bargaining unit position. An employee choosing to return to the bargaining unit within the specified timeframe will return to her former position or in another position consistent with her seniority.
- (b) No employee shall be transferred to a position outside the bargaining unit without her consent. An employee accepting a temporary position outside the bargaining unit shall have the right to return to her bargaining unit position for a period of twenty-four months after which period she shall forfeit her seniority and bargaining unit position. Extensions beyond twenty-four (24) months may be mutually agreed by the Employer and the Union. The employee will not accumulate seniority during this period but will retain her seniority earned previously. The employee will return to her former position or in another position consistent with her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority. Such employees shall also continue paying union dues for the term of the temporary assignment.

### **15.06 Special Project Work**

Where an employee works in a special project non-bargaining unit position for part of the day and then works in a bargaining unit position for the remainder of the day, she shall accumulate seniority and have access to the grievance process only for the portion of day spent in the bargaining unit position.

## **ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

### **\*16.01 Job Posting**

When a new position is created or when a vacancy occurs either inside or outside the bargaining unit and in respect of which the Employer has decided the position will be filled, the Employer shall post notice of the position on a Bulletin Board or in a posting book located in the Centre for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position.

### **16.02 Information in Posting**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants".

### **16.03 No Outside Advertising**

Posting in accordance with Clause 16.01 and external advertising may start at the same time. However, no outside applicant for a position within the bargaining unit shall be considered until the applications of present employees have been fully processed.

### **\*16.04 Role of Seniority in Promotions and Transfers**

Both parties recognize:

- a) The principle of promotion within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions in bargaining unit positions, employees will be considered on the basis of required qualifications and abilities as posted in accordance with Clause 16.02. Where these factors are judged to be relatively equal between applicants bargaining unit seniority shall prevail.

**16.05 Trial Period**

The successful applicant shall be notified within one week following the end of the posting period. She shall be given a trial period of three months. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of three months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

**16.06 Notification to Employee and Union**

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

**16.07 Promotions Requiring Higher Qualifications**

If a vacancy within a bargaining unit position remains unfilled following a job competition, consideration for promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy, and indicates so in his/her application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months and to revert to his/her former position if the required qualifications are not met within such time.

**16.08 Handicapped and Older Worker Provision**

An employee who has become incapacitated by injury or illness or an employee, who through advancing years or temporary disablement is unable to perform the duties of her regular job to the satisfaction of the Employer will be employed in other work which she is qualified and able to do and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority but may bump in accordance with the provisions of clause 17.04, as if she has been laid off.

**16.09 a) On-the-Job Training**

According to Centre finances and other practical considerations, participation at local, regional and national conferences will be encouraged for permanent, full-time staff, as will participation in part-time educational courses directly related to their work.

The Employer shall post information relative to courses which may be of interest to Centre staff.

**b) Training Courses**

The Employer agrees to bulletin all courses or training opportunities which it feels are necessary and/or desirable to assist employees in upgrading their job-related skills. The bulletin shall contain the name and date of the course and where further information can be obtained. The Employer agrees to consider applicants on the same basis as for vacancies as outlined in Clause 16.04.

## **ARTICLE 17 - LAYOFFS AND RECALLS**

### **17.01 Definition of Layoff**

A lay-off shall be defined as:

- (i) a reduction in hours of work below full-time hours for those employees scheduled to work seventy (70) hours per pay period or greater,
- (ii) a temporary cessation of employment due to a lack of work or funding, or
- (iii) the abolition of a post.

### **\*17.02 (a) Layoff Procedure**

- (i) Temporary and casual employees shall be laid off before any permanent full-time or permanent part-time employees are laid off provided that the permanent employees being retained have sufficient qualifications to perform the work required.
- (ii) Temporary and casual employees shall be laid off within their respective programs in the reverse order of bargaining unit seniority provided that those employees being retained have sufficient qualifications to do the work required.
- (iii) Permanent employees in the classification and program affected shall be laid off in the reverse order of bargaining unit seniority provided that those employees being retained have sufficient qualifications to do the work required.

### **(b) Recall Procedure**

Permanent employees shall be recalled in order of seniority before temporary and casual employees provided that the permanent employees being recalled have sufficient qualifications to do the work required.

### **17.03 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall provided that the employees being recalled have sufficient qualifications to do the work required.

**\*17.04 Bumping Procedure**

(a) Displacement of a Junior Employee

An employee who is to be laid off in accordance with Clause 17.02 shall have the right to displace a junior employee in her own or another classification, provided the employee is qualified to perform the work of the less senior employee. If the performance of an employee displacing into a higher classification proves to be unsatisfactory, or the position proves unsatisfactory to the employee, during a three (3) month trial period, she shall be returned to her previous classification level and be allowed again to exercise her bumping rights.

(b) Time Limits

The employee upon receipt of notice of layoff in writing must exercise her bumping rights by indicating her intentions to the Employer in writing within one (1) week of receiving the notice of layoff.

(c) Deemed to Accept Layoff

Employees who do not indicate their intentions to exercise their bumping rights within the one (1) week period as stipulated in Clause 17.05(b) shall be deemed by the Employer to have accepted the layoff so referenced in Clause 17.02.

(d) Deemed Notice

An employee who is bumped in accordance with the procedure will be deemed to have been given notice of layoff effective the date that the employee who bumped her was given notice of layoff.

**17.05 Advance Notice of Layoff**

(a) Subject to Clauses 17.05(b), 17.05(c) and 17.05(d), unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days and temporary employees fourteen (14) calendar days prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in the clause, she shall be paid for the days for which work was not made available.

(b) Advance notice shall not be required for termination of casual and/or temporary employees who are hired for a specified time period except when the specified time period is reduced.

(c) Permanent, probationary and temporary employees, other than those hired for a specific time period, are required to provide the Employer with two (2) weeks advance written notice of their intention to terminate employment.

(d) Vacation leave shall not be used as any part of the period of the stipulated notices

referred to in this Article unless mutually agreed between the employee and the Employer.

- (e) The period of notice may be reduced or eliminated by mutual agreement.

#### **17.06 Grievance on Lay-offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

#### **17.07 Continuation of Benefits**

In the event of a layoff, employees so affected shall have the right to continue any employee benefit plan, except the Pension Plan, subject to enacted legislation and subject to the terms of the carrier, through direct payments by the employee at no cost to the Employer.

#### **17.08 Option of Hours or Layoff**

Any reduction in the hours of work of an employee shall constitute a layoff for that employee. She shall then have the option of accepting the reduced hours, accepting a layoff or exercising her bumping rights as per Clause 17.04 of this collective agreement.

### **ARTICLE 18 - HOURS OF WORK**

#### **18.01 Pay Period Hours**

- (a) For permanent full-time employees on staff as of March 31, 1998 the normal hours of work within each pay period of two weeks shall be eighty (80) hours.
- (b) For all permanent full-time employees hired after March 31, 1998 the normal hours of work within each pay period of two weeks shall be seventy (70) hours. Depending upon the needs of the program, an employee in this category may be assigned up to ten (10) additional hours per pay period at the discretion of the employer.

#### **18.02 Daily Hours**

- (a) For all permanent full-time employees on staff as of March 31, 1998 the normal daily hours of work shall be eight (8) hours per day, exclusive of meal breaks.
- (b) For all full-time employees hired after March 31, 1998 the normal daily hours of work shall be seven (7) hours per day, exclusive of meal breaks.
- (c) Depending on the needs of the program, a full-time employee may be scheduled fewer than eight (8) or seven (7) hours in a day depending on whether she falls within (a) or (b) above and may be assigned more than eight (8) or seven (7) hours in a day within the same pay period so that the total hours in a pay period are either

eighty (80) in the case of Clause 18.01(a) or seventy (70) in the case of Clause 18.01(b). The number of hours assigned in a day shall not be less than five (5) nor more than ten (10).

### **18.03 Variations on Daily Hours**

- (a) Split shifts may be assigned provided that:
  - (i) the total of hours worked on a split shift falls within a period of fifteen (15) hours or less; and
  - (ii) except for a bus driver position, a split shift will not be assigned to any individual more than once per four (4) weeks nor more than nine (9) times per year without the agreement of the employee.
- (b) Employees shall not be scheduled for more than six (6) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.
- (c) The work schedule for each employee shall be provided in a designated place at least one (1) week in advance. The Employer shall give at least forty-eight (48) hours' notice when an employee's days off are changed.
- (d) No employee shall be required to work more than ten (10) hours in a day. A shift longer than eight (8) hours will not be assigned more often than once per month with a maximum of twelve (12) such shifts in a year without the agreement of the employee.
- (e) Split shifts and shifts longer than eight (8) hours per day will be balanced by a reduction on another day within the same pay period or within the following pay period if necessary.
- (f) Reductions in a shift to compensate for a split shift or a shift longer than eight (8) hours will be for the same amount of time as the extension of the shift.

Split shifts and shifts up to ten (10) hours in a day will be assigned for the purpose of enabling Daybreak to have evening meetings of parents, celebrations, graduations, banquets and to enable staff in the children's program to make, where appropriate and where desired by those staff, visits to children's homes.

### **18.04 Rest Periods**

- (a) Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the Employer.
- (b) Employees working less than a full shift shall be eligible for rest periods on the following basis:

- (i) Employees working more than three (3) hours but less than six and one half (6 ½) hours shall receive one (1) rest period.
- (ii) Employees working six and one half (6 ½) hours or more shall receive two (2) rest periods.

## **ARTICLE 19 - ACCUMULATED TIME/CALL BACK**

### **19.01 Accumulated Time**

- (a) all time worked by full time employees in excess of eighty (80) hours per pay period shall be compensated by time off at the rate of one and one-half (1½) hours for each excess hour worked.
- (b) notwithstanding Clause 19.01 (a), all time worked by full time employees in excess of seventy (70) hours per pay period but less than eighty (80) hours per pay period shall be compensated by time off at the rate of one (1) hour for each excess hour worked.
- (c) to the extent possible, the working of excess hours requires the prior approval of the Employer.
- (d) time off may be utilized by employees in half day or full day blocks. Employees will make best efforts to provide a written request at least three (3) days in advance for time off greater than thirty (30) minutes.
- (e) the Employer and the employees must make every reasonable effort to schedule and utilize the accumulated time. However, should the parties be unable to agree to a reasonable mutually agreed time over a six (6) month period, the Employer shall either a) pay out the accumulated time at the applicable rate or b) convert the accumulated time to vacation.
- (f) an employee shall not be required to reduce her regular hours to liquidate accumulated time.

### **19.02 Status While Taking Accumulated Time**

An employee who is absent on paid time off shall for the purpose of this agreement be considered as if she had worked the regular hours during such absence.

### **19.03 Accumulated Time for Part-Time Employees**

All time worked by a part-time employee in excess of equivalent full-time hours on a bi-weekly pay period basis (80 hours) shall be considered accumulated time. Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift.

**19.04 Sharing of Accumulated Time**

The opportunity to accumulate time shall be distributed equitably among the employees in the classification and program affected by the accumulated time work.

**19.05 Call Back Pay Guarantee**

- (a) An employee who is called back to work after she has left her place of work shall be paid a minimum of three (3) hours at one and one-half (1 ½) times her normal rate, provided the work is not contiguous to scheduled working hours.
- (b) An employee who is called back to work and completes the work assigned in less than the three (3) hour minimum but is subsequently recalled within the three (3) hour minimum, only receives the benefit of the three (3) hour minimum once. However, should the total time on one or more calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at one and one-half (1 ½) times her normal rate.

**ARTICLE 20 - PAID HOLIDAYS**

**20.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

- |                   |                  |
|-------------------|------------------|
| New Year's Day    | Regatta Day      |
| St. Patrick's Day | Labour Day       |
| Good Friday       | Thanksgiving Day |
| St. George's Day  | Armistice Day    |
| Commonwealth Day  | Christmas Eve    |
| Discovery Day     | Christmas Day    |
| Memorial Day      | Boxing Day       |

When any of the above-mentioned holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Clause already applied to Monday) shall be observed as the holiday. Should any new holiday not routinely scheduled be specifically proclaimed by the Lieutenant Governor-in-Council, it shall be granted to employees covered by this Agreement.

These paid holidays will apply to all employees who:

- (a) are appointed to a position or have substituted for a consecutive period of two (2) weeks or longer; and
- (b) are at work or on approved leave their last regularly scheduled working day before and their next regularly scheduled working day after the holiday day.

**20.02 (a) Pay for Regularly Scheduled Work on a Paid Holiday**

Employees other than casuals who are required to work on a designated holiday shall be paid at the rate of time and one-half (1 ½) for each hour worked on the holiday and will be granted another day off in lieu of the holiday at a time to be mutually agreed between the Employer and the employee. Such requests for time off shall not unreasonably be denied by the Employer.

(b) Casuals shall be paid at the rate of double time and one-half (2 ½) for each hour worked on a paid holiday (as specified in Clause 20.01) but will not get another day off in lieu with pay.

**20.03 Banking of Holidays**

Days earned shall be taken by mutual agreement as per Clause 20.02 but, if not taken within ninety (90) days of the holiday carried, then such time will be paid out.

**ARTICLE 21 - VACATIONS**

**\*21.01 Length of Vacation**

a) An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one year	1 1/4 working days for each month
One year to ten years	15 working days
From ten to 25 years	20 working days
In excess of 25 years	25 working days

b) Effective April 1, 2020 the Employer agrees to the conversion of annual leave entitlement to the "anticipated method" for those employees who acquire three (3) years of employment as required in Clause 21,01 (Length of Vacation) on the following condition:

i) if, after the conversion to the anticipated method, an employee exceeds the twenty (20) day carry over limits set out in Clause 21.02 (Banking Vacation Credits), the employee has four (4) fiscal years after the conversion date to meet the provisions of this clause. Failure to meet this provision shall result in the employee losing the excess days.

c) All vacations must be approved in advance by the Employer.

**21.02 Banking Vacation Credits**

An employee may carry forward to a subsequent year annual leave not taken in previous years until by so doing the employee has accumulated twenty (20) days, in addition to the current year's vacation.

An employee who is prevented from taking vacation during the year as a result of being on Workers' Compensation, or on extended sick leave as verified by appropriate medical documentation, may be permitted to carry forward another years' vacation entitlement in addition to those referred above

**21.03 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday provided for in Clause 20.01 during an employee's annual leave, the employee will be charged with the holiday and there will be no deduction from annual leave credit for that particular day.

**21.04 Vacation Pay on Termination or Retirement**

An employee terminating her employment at any time in her vacation year, before she has had her vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives sufficient advance notice of termination and provided no debts are owed to the Employer. In the event that proper notification is not given, payment will be made at the earliest possible date, but in any event, no later than the second payday following the date of termination.

**21.05 Vacation Schedules**

Vacations may be requested at any time during the year. Subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the employee and on the basis of seniority within the program.

**21.06 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement or any other approved leave during her period of vacation, she may change the status of her leave effective the date she notifies the Employer. In the case of sick leave, a medical certificate will be submitted by an employee.

**21.07 Overtime Vacation Rate**

An employee who is recalled to work while on annual leave shall be compensated at the rate of time and one-half for time worked during the annual vacation period. Hours worked while on vacation will not be deducted from the employee's annual leave credits.

**21.08 Vacation Credit for First and Last Month of Service**

For the purpose of this Article, an employee who works only part of a month shall receive vacation credit proportional to the number of working days worked in that month.

**21.09 Payment in Lieu of Vacation for Temporary and Casual Workers**

- (a) Temporary and Casual employees hired for a period of sixty (60) consecutive working days or less will have vacation pay added to each pay cheque, at the

appropriate rate as per Article 21.01(a).

- (b) Temporary employees hired for a period in excess of sixty (60) consecutive working days are eligible to receive annual leave on a pro-rata basis.

## **ARTICLE 22 - SICK LEAVE PROVISIONS**

### **22.01 Sick Leave Defined**

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

### **22.02 Amount of Paid Sick Leave**

- (a)
  - (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service, effective date of hire.
  - (ii) Notwithstanding clause 22.02 (a)(i) employees hired after February 20, 2006 are eligible to accumulate sick leave with full pay at the rate of one (1) day per month of service.
- (b)
  - (i) The maximum number of days of sick leave which may be held by an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.
  - (ii) Notwithstanding clause 22.02 (b)(i) for employees hired after February 20, 2006 the maximum number of days sick leave with pay that may be awarded to an employee during any consecutive twenty (20) year period shall not exceed two hundred and forty (240) days.

### **22.03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for her future use.

### **22.04 Converting Sick Leave to Vacation**

On a fiscal year basis, an employee who has used six (6) or fewer sick days during the previous fiscal year may convert up to five (5) days of accumulated sick leave to vacation. The Employer will inform the employee one week after the end of the fiscal year of the accrual of sick leave during the past year and the employee must inform the employer by April 30 of any conversion of sick leave to vacation. Vacation credits earned under this Clause are subject to the carry-over provisions contained in Clause 21.02.

**22.05 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than a day shall be deducted one hour for each hour absent.

**22.06 Proof of Illness**

- (a) An employee may be required by the Employer to submit a medical certificate in respect of any period of illness in excess of three (3) consecutive days or seven (7) days in the aggregate in any one (1) year. The medical certificate shall be signed by the attending physician and shall indicate the nature of illness together with the period of illness. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness. Any Employer request for a medical certificate should be done within ten (10) working days of said leave.
- (b) An employee shall have the option of being attended by a doctor of her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising her option of being attended by her personal physician.

**22.07 Sick Leave During Leave of Absence and Lay-off**

- (a) When an employee is given paid leave of absence for any reason, she shall receive sick leave credit for the period of such absence on her return to work.
- (b) When an employee is laid off on account of lack of work, she shall not receive sick leave credits for the period of such absence but shall retain her cumulative credit, if any, existing at the time of such lay-off.

**22.08 Extension of Sick Leave**

An employee who has exhausted her sick leave credits may, if still unfit to return to work, proceed on annual leave and if not eligible for annual leave on special unpaid leave to a maximum of twenty-four (24) months. Medical certificates shall be submitted as requested by the Employer.

**22.09 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to her credit. Requests from an employee to the Employer for an update on sick leave shall be limited to two per year.

**22.10 Casual Employees**

Casual employees shall only avail of this article after one (1) month's completed service. Casual employees shall not receive paid sick leave if they refuse recall due to illness. Casual employees who commence work may only take sick leave for the period for which

they were called in.

## **ARTICLE 23 - LEAVE OF ABSENCE**

### **23.01 Leave of Absence for Union Functions**

- (a) Upon written request by the Union to the Employer and with the approval, in writing, of the Employer, leave with pay shall be awarded as follows:
  - (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the convention of the Canadian Union of Public Employees (Newfoundland and Labrador Division) or the Convention of the Newfoundland Federation of Labour, leave with pay not exceeding three (3) days in any one year for each of the above conventions.
  - (ii) For an employee who is a member of the Provincial Executive of the Union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding five (5) days in any one year.
  - (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding five (5) days in any one year; no more than two (2) employees at one time from the Centre.
  - (ii) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of days which is obtained by multiplying the number of Shop Stewards in the bargaining unit by one (1).
- (b) Additional leave without pay for the purpose of attending to Union business may be granted by the Employer on request.

### **23.02 Leave of Absence for Full-Time Union Duties**

The Employer shall grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave of absence shall be renewed upon request. Employees may not accrue any benefits other than seniority during such period of absence.

### **23.03 Paid Bereavement Leave**

An employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, grandmother, grandfather, mother-in-law, father-in-law, grandchild, legal guardian, common law spouse or any other near relative living in the same household three (3) consecutive days.
- (b) In the case of her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.
- (c) If the death of a relative referred to in Clause 23.03(a) occurs outside the Province, the employee may be granted additional leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer may, at her discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 23.03(a), (b) and (c).
- (e) If an employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

#### **23.04 Pallbearer's Leave**

One-half (½) day leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.

#### **23.05 Preventive Medical Leave**

Employees shall be entitled to use accumulated sick leave credits for preventive medical care and dental care, provided that:

- (a) proof of treatment is provided to the Employer by the employee;
- (b) where possible, sufficient advance notice is given to the Employer;
- (c) the employee makes a serious effort in good faith to schedule such leave at the beginning or end of a shift.

#### **23.06 Maternity/Adoption/Parental Leave**

- a)
  - i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
  - ii) An employee is entitled to a maximum of fifty-two (52) weeks leave under this clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- b)
  - i) An employee may return to duty after giving his/her Employer two (2)

weeks' notice of his/her intention to do so.

- ii) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- c) i) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, severance pay, and step progression.
- ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave.
- e) While on maternity/adoption/parental leave the employee may request copies of job postings be forwarded to them through by the Employer.
- f) An employee, who so desires, may be permitted to avail of his/her accumulated vacation leave immediately before or after maternity/adoption/parental leave subject to the approval of the supervisor and operational requirements.

### **23.07 Employer Payment of Employees Benefits During Maternity Leave**

The Employer will share the cost of the Group Life and Medical Plan paying fifty percent (50%) of the cost of premiums to a maximum of fifty-two (52) weeks.

### **23.08 Procedure Upon Return from Maternity Leave**

Any employee returning from approved Maternity or Parental Leave shall be re-employed in her former position and rate of pay and shall provide the Employer with two (2) weeks' notice of the date on which she intends to return to work.

### **23.09 Paid Jury or Court Witness Duty Leave**

Leave with pay will be awarded to an employee who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons, to attend as a witness in any proceeding held;
  - i) in or under authority of a court of justice;
  - ii) before a court, judge or justice;
  - iii) before the House of Assembly or any committee thereof that is authorized

by law to make or to compel the attendance of witnesses before it; or

iv) before an arbitrator or a person or body of persons authorized by law to make an enquiry and to compel the attendance of witness before it.

(c) This clause shall not apply if the employee has been charged with an offence.

### **23.10 Education Leave and Examinations**

(a) Upon request, an employee who has completed four (4) years of service shall be granted education leave to a maximum of twenty-four (24) months without pay provided that such leave will not cause an unreasonable interference with the quality of service to children and parents. While on approved education leave the employee shall continue to accumulate seniority.

(b) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

### **23.11 Family Leave**

(a) Subject to Clause 23.11 (b), (c), (d) and (e) an employee who is required to:

(i) Attend to the temporary care of a sick family member;

(ii) Attend to the needs related to the birth of the employee's child;

(iii) Accompany a dependent family member on a dental or medical appointment;

(iv) Attend meetings with school authorities;

(v) Attend to needs related to the adoption of a child; and

(vi) Attend to needs related to home or family emergencies;

Shall be awarded up to three (3) days paid family leave in any fiscal year.

(b) In order to qualify for family leave, the employee shall:

(i) Provide as much notice to the Employer as is reasonably possible;

(ii) Provide to the Employer valid reasons why such leave is required;

(iii) Where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 23.11(a), have endeavoured to a reasonable extent to schedule such events during off duty hours; and

- (iv) Hold a contractual appointment of three (3) months or greater in duration or work thirty (30) or more hours per pay period.
- (v) Have worked at least three (3) months from date of hire.
- (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.
- (d) Three (3) days shall be credited to each eligible employee on April 1 of each fiscal year.
- (e) Unused days from one fiscal year shall not be carried forward into the next fiscal year.
- (f) A casual employee with three (3) months service shall only be granted family leave if she reports to work following a recall and subsequently qualifies for family leave during the period for which she was recalled.

### **23.12 Extended Unpaid Leave**

Upon written request a permanent employee who has completed five (5) years of service shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not accrue additional benefits during this leave of absence. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks.

### **23.13 General Leave**

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances provided that the employee has no current or accumulated annual leave available to her.

### **23.14 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 operational needs of Daybreak Parent Child Centre, leave of absence shall be granted to enable an 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 campaigning period.
- (b) In the event the employee candidate is defeated, the employee will be entitled to resume her normal duties.

- (c) In the event the employee candidate is 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 Daybreak in her own or another compatible position based on her seniority.

#### **\*23.15 Domestic Violence Leave**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

An employee experiencing domestic violence or abuse in his/her personal life will be able to access up to three (3) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary and related activities. This leave, when approved by the Employer, may be taken consecutively, as single days, or as a fraction of a day. These days are in conjunction with other existing leave entitlements.

The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

### **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

#### **24.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

#### **24.02 Salary Treatment on Promotion**

- (a) An employee promoted to a classification in a higher pay range shall be placed on a step in the new pay range which provides an increase of at least 5% provided it does not exceed the maximum of the new pay range.
- (b) An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that she fills the position for two (2) or more consecutive working days.
- (c) Transfers within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.

**24.03 Pay on Transfer, Lower Rated Job**

The rate of pay for an employee who is temporarily assigned to perform the duties of a lower classification shall not be reduced.

**24.04 Vacation Pay**

An employee may, upon giving at least two (2) weeks' notice, receive on the last office day preceding commencement of her annual vacation, any pay cheques which may fall during the period of vacation.

**24.05 Automobile Allowance**

- (a) Employees who are required by the Employer to use their own vehicle while travelling on the Employer's business will be compensated at the current rates as prescribed by the Treasury Board Travel Regulations and amended at the time when such rates are changed by Treasury Board.
- (b) The Employer will pay the difference between business and private insurance for those employees who are required as a condition of employment to use their car while travelling on Employer business.

**\*24.06 Severance Pay**

(Effective March 31, 2018)

- (a) An employee who has one (1) or more years of continuous service in the employ of the Employer is entitled to be paid, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by her weekly salary to a maximum of twenty (20) weeks' pay. Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.
- (b)
  - (i) For the purpose of this Article, service for a temporary, seasonal and part-time employees shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
  - (ii) For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service; however, periods of authorized leave without pay shall not be considered as service in the calculation of severance pay entitlement unless otherwise specified in the collective agreement.
- (c) The maximum severance pay which an employee shall be paid for her total period of employment in the public service shall not exceed the number of weeks as

specified in (a) above.

- (d) The effective date of this Article shall be March 31, 2018. Notwithstanding that employees may elect to defer the receipt of their severance entitlement in accordance with this Article, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.
  - (i) Except where a request to defer the payment of severance pay has been received by the Employer in accordance with this Article, employees shall receive their severance entitlement on or before March 31, 2020 provided sufficient funding has been received by the Employer.
  - (ii) Employees who wish to defer the receipt of their severance entitlement to the fiscal year commencing April 1, 2020, may do so by providing written notice to the Employer as to which quarter of that fiscal year they wish to receive their severance entitlement. The fiscal year commencing April 1, 2020 shall be divided into the following four (4) quarters:
    - April 1, 2020 to June 30, 2020
    - July 1, 2020 to September 30, 2020
    - October 1, 2020 to December 31, 2020
    - January 1, 2021 to March 31, 2021
  - (iii) Employees who elect to defer the receipt of their severance entitlement to the fiscal year commencing April 2020, shall notify the Employer in writing no later than January 31, 2020 and identify the quarter in which they wish to receive their severance entitlement as per this Article. Furthermore, an employee shall indicate in their written notification if she wishes to have all or a portion of her severance entitlement rolled into a RRSP. Where the employee fails to indicate same, she shall be paid their full severance entitlement.
- (e) Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

#### **24.07 Meal Allowance**

It is agreed that for the life of this Agreement the allowable rates for meals will be administered and adjusted in accordance with provisions of the Treasury Board Travel Regulations.

#### **24.08 Education Allowance**

- (a) The Employer agrees to encourage employees to participate in self-development activities in order to better qualify themselves in their work as employees of the Employer.

- (b) Reimbursement for training courses will be based on an assessment of the relevancy of the course to the employee's current position and the benefits to be derived in terms of improved job performance.
- (c) The Employer agrees to continue its current policy with respect to course reimbursement for the duration of this Agreement.

#### **24.09 Uniforms**

The Employer will continue to supply existing protective clothing to employees on an as needed basis. The cost of providing such protective clothing shall be borne by the Employer.

#### **24.10 Shift Differential**

- a) A shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day provided that the shift includes hours after 1800 hours.
- b) A Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.
- c) If an employee qualifies for both differentials under (a) and (b) above, he/she shall receive both.

### **ARTICLE 25 – CLASSIFICATION**

- 25.01** Employees shall be notified, in writing, of any changes in their classification.
- 25.02** When an employee feels that her position has been unfairly or incorrectly classified, the employee may submit a request for review to the appropriate provincial government department.
- 25.03** Classification decision arising out of any employee's request for review or appeal shall be retroactive to the date the request was first received by the Employer.
- 25.04** The Employer agrees to have available job descriptions for all positions in the bargaining unit. These descriptions shall be available to the Union and/or individual employees upon request.

### **ARTICLE 26 - EMPLOYEE BENEFITS PLAN**

#### **26.01 Employee Benefit Plan**

The Employer agrees to maintain a group life insurance plan, a group health insurance plan and a pension plan.

**26.02 Employer Contributions to Group Life Insurance and Medical Program**

The cost of Group Life and Medical and Pension Plans will be shared equally by the Employer and the employee.

**26.03 Workers Compensation**

An employee prevented from performing her regular work with the Employer on account of an occupational accident that is recognized by the Workers Health and Safety Compensation Commission as compensable within the meaning of the Workers Compensation Act, shall receive compensation in accordance with applicable legislation.

Employees on Workers Compensation shall continue to accrue seniority and benefits (e. g. annual leave, sick leave, severance pay) subject to any restrictions in this collective agreement.

**ARTICLE 27 - HEALTH AND SAFETY**

**27.01 Cooperation on Safety**

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

**27.02 Compliance with Health and Safety Legislation**

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

**27.03 Union-Employer Health and Safety Concerns**

Health and Safety concerns will be an agenda item for staff meetings as provided for in Clause 9.01. Recommendations agreed to will be included in minutes of the meeting.

**27.04 Injury Pay Provisions**

An employee who is injured during working hours, and is required to leave for treatment

or is sent home as a result of such injury, shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

**27.05 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

**27.06 Health and Safety Grievance**

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Steps 1, 2, and 3 of the Grievance Procedure may be by-passed.

**ARTICLE 28 - PERSONAL LOSS**

**28.01 Compensation for Loss**

Subject to Clauses 28.02 and 28.03, where an employee in the performance of her duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300.00).

**28.02 Reporting of Loss**

All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the Executive Director or her designate. This provision shall only apply in respect of personal effects which the employee would reasonably have in her possession during the performance of her duty.

**ARTICLE 29 - GENERAL CONDITIONS**

**29.01 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

**29.02 Adverse Weather Conditions**

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency in the City of St. John's when declared by the appropriate provincial or municipal authority:

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee through no fault of her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall she be required to make up, in any way, for time lost due to not reporting for work.
- (c) Notwithstanding Clause 30.02(i) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of Clause 30.02(ii) above.
- (d) An employee who is required to work during a declared state of emergency will be paid at the rate of time and one-half (1½) for all hours worked.
- (e) When an employee through no fault of her own is unable to report for work due to adverse weather conditions other than those referred to in (ii) above, she may be allowed the opportunity to proceed on annual leave or time owed provided she has such leave or time to her credit. In the event an employee has no leave to her credit, then she can borrow annual leave from next year's leave.
- (f) This clause will not apply unless the employee has made a reasonable effort to report to work.

### **29.03 Retroactive Pay for Terminated Employees**

Retroactive pay will be made available to terminated employees on written request to the Employer by the employee only if such written request is received by the Employer within three (3) months of signing.

### **29.04 Benefit Application for Part-time Temporary and Casual Employees**

- (a) Part-time and casual employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their hours of work.
- (b) Temporary employees shall be entitled to wages and benefits of the Agreement for the duration of their employment. Earned benefits shall be pro-rated and employees will be allowed to carry forward these benefits from one period of employment to the next subject to Clause 15.04.

### **29.05 Voluntary Service**

Where voluntary service is requested, it shall be categorized by the Employer at the time of requesting same. Neither the employee nor the Employer is under any obligation where voluntary service is requested.

### **29.06 Criminal or Legal Liability**

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 her duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of her employment. This does not apply where the person no longer in the Employer's employ has been justly disciplined for a willful act or omission leading to a criminal charge.

## **ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS**

### **30.01 Present Conditions to Continue**

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, in so far as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

### **30.02 Continuation of Acquired Rights**

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

### **30.03 Reinstatement of Benefits**

Centre Workers who are accepted for re-employment:

(a) Employees who are accepted for re-employment in the Centre covered by this Agreement, within thirty (30) calendar days of resignation shall retain portability respecting:

- (i) Accumulated sick leave credits, and
- (ii) Accumulated vacation entitlement.

In the same manner, portability respecting:

- (i) Pension Plan, and
- (ii) Health and Life Insurance Plan

shall be retained where such plans are in effect and the regulations respecting these plans permit the retention of these benefits.

(b) It is agreed that the thirty (30) day time limit provided for in Clause 30.03(a) may be extended up to fifteen (15) days in cases where an employee has applied for employment within thirty (30) days of resignation and the acceptance has not been

finalized within thirty (30) days of resignation.

- (c) Employees re-employed in the Centre after termination shall, for the purpose of this Agreement be placed on their respective salary scale on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of the Employer for a period of more than two (2) years.

## **ARTICLE 31 - COPIES OF AGREEMENT**

### **31.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall print, at its own costs, sufficient copies of the agreement within thirty (30) days of signing.

## **ARTICLE 32 - GENERAL**

### **32.01 Plural or Masculine Terms May Apply**

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

## **ARTICLE 33 - TERM OF AGREEMENT**

### **\*33.01 Duration**

Except as otherwise provided, this Agreement shall be effective from the date of signing and shall remain in effect until June 30, 2020.

### **33.02 Changes in Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this agreement.

### **33.03 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, within the 90 days prior to the termination date, give notice in writing to the other party of termination and forward the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

**33.04 Agreement to Continue in Force**

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

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike accrues, whichever occurs first.

**SCHEDULE "A"****CLASSIFICATIONS AND PAY LEVELS**

<b><u>Position Title</u></b>	<b><u>"DB Level"</u></b>
1. ECE Intervention Worker – Resource Unit	DB 8
2. Community Outreach Worker	DB 8
3. Early Childhood Worker	DB 8
4. Food Service Worker I	DB 8
5. Utility Worker	DB 15
6. Bus Driver	DB 16
7. Child Care Practitioner	DB 16
8. Clerk Typist I	DB 16
9. Food Service Supervisor	DB 16
10. Maintenance Repairer	DB 18
11. Family Support Worker	DB 19
12. Ratio Enhancement Worker	DB 19
13. Special Needs ECE II	DB 19
14. Clerk Typist III	DB 20
15. Special Needs ECE Assistant Supervisor	DB 21
16. Special Needs ECE Supervisor	DB 22
17. Parent Program Coordinator	DB 26
*18. Children's Service Coordinator	DB 26
19. Family Services Coordinator	DB 32

## SALARY IMPLEMENTATION FORMULA

1. Effective July 1, 2016 increase the applicable salary by 0%
2. Effective July 1, 2017 increase the applicable salary by 0%
3. Effective July 1, 2018 increase the applicable salary by 0%
4. Effective July 1, 2019 increase the applicable salary by 0%

### Step Progression:

1. Employees whose normal hours of work within each period of two (2) weeks exceed seventy (70) hours will continue to advance one (1) step annually on their respective salary scale for each two thousand eighty (2080) accumulated hours of service after their last preceding step progression.
2. Employees whose normal hours of work within each period of two (2) weeks are seventy (70) hours or less will continue to advance one (1) step annually on their respective scale for eighteen hundred twenty (1820) accumulated hours of service after their last preceding step progression.

**Continuation of Schedule "A"**  
**Salary Scale Effective July 1, 2016**

**Daybreak Support Staff**

		<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
DB-08	Hourly	15.62	16.13	16.63
DB-09	Hourly	15.73	16.25	16.74
DB-10	Hourly	15.87	16.35	16.89
DB-11	Hourly	15.95	16.49	17.00
DB-12	Hourly	16.12	16.66	17.15
DB-13	Hourly	16.25	16.79	17.36
DB-14	Hourly	16.42	16.98	17.55
DB-15	Hourly	16.63	17.21	17.80
DB-16	Hourly	16.81	17.43	18.02
DB-17	Hourly	17.11	17.75	18.38
DB-18	Hourly	17.29	17.94	18.61
DB-19	Hourly	18.52	19.26	20.00
DB-20	Hourly	17.98	18.77	19.50
DB-21	Hourly	18.28	19.10	19.92
DB-22	Hourly	18.64	19.51	20.43
DB-23	Hourly	19.02	19.94	20.90
DB-24	Hourly	19.70	20.70	21.72
DB-25	Hourly	20.48	21.52	22.60
DB-26	Hourly	21.17	22.30	23.42
DB-27	Hourly	21.96	23.12	24.31

**Continuation of Schedule "A"**  
**Salary Scale Effective July 1, 2016**

**Daybreak Support Staff**

		<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
DB-28	Hourly	22.73	23.96	25.20
DB-29	Hourly	23.34	24.60	25.91
DB-30	Hourly	23.97	25.32	26.63
DB-31	Hourly	24.88	26.24	27.66
DB-32	Hourly	25.66	27.12	28.55
DB-33	Hourly	26.50	27.98	29.48
DB-34	Hourly	27.39	28.95	30.52
DB-35	Hourly	28.39	30.04	31.67
DB-36	Hourly	29.48	31.20	32.89
DB-37	Hourly	30.54	32.33	34.11
DB-38	Hourly	31.65	33.48	35.30
DB-39	Hourly	32.73	34.65	36.60
DB-40	Hourly	33.75	35.79	37.76

**Salary Scale Effective July 1, 2017****Daybreak Support Staff**

		<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
DB-08	Hourly	15.62	16.13	16.63
DB-09	Hourly	15.73	16.25	16.74
DB-10	Hourly	15.87	16.35	16.89
DB-11	Hourly	15.95	16.49	17.00
DB-12	Hourly	16.12	16.66	17.15
DB-13	Hourly	16.25	16.79	17.36
DB-14	Hourly	16.42	16.98	17.55
DB-15	Hourly	16.63	17.21	17.80
DB-16	Hourly	16.81	17.43	18.02
DB-17	Hourly	17.11	17.75	18.38
DB-18	Hourly	17.29	17.94	18.61
DB-19	Hourly	18.52	19.26	20.00
DB-20	Hourly	17.98	18.77	19.50
DB-21	Hourly	18.28	19.10	19.92
DB-22	Hourly	18.64	19.51	20.43
DB-23	Hourly	19.02	19.94	20.90
DB-24	Hourly	19.70	20.70	21.72
DB-25	Hourly	20.48	21.52	22.60
DB-26	Hourly	21.17	22.30	23.42
DB-27	Hourly	21.96	23.12	24.31

**Continuation of Schedule "A"**  
**Salary Scale Effective July 1, 2017**

**Daybreak Support Staff**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
DB-28	Hourly	22.73	23.96	25.20
DB-29	Hourly	23.34	24.60	25.91
DB-30	Hourly	23.97	25.32	26.63
DB-31	Hourly	24.88	26.24	27.66
DB-32	Hourly	25.66	27.12	28.55
DB-33	Hourly	26.50	27.98	29.48
DB-34	Hourly	27.39	28.95	30.52
DB-35	Hourly	28.39	30.04	31.67
DB-36	Hourly	29.48	31.20	32.89
DB-37	Hourly	30.54	32.33	34.11
DB-38	Hourly	31.65	33.48	35.30
DB-39	Hourly	32.73	34.65	36.60
DB-40	Hourly	33.75	35.79	37.76

**Salary Scale Effective July 1, 2018****Daybreak Support Staff**

		<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
DB-08	Hourly	15.93	16.45	16.96
DB-09	Hourly	16.04	16.58	17.07
DB-10	Hourly	16.19	16.68	17.23
DB-11	Hourly	16.27	16.82	17.34
DB-12	Hourly	16.44	16.99	17.49
DB-13	Hourly	16.58	17.13	17.71
DB-14	Hourly	16.75	17.32	17.90
DB-15	Hourly	16.96	17.55	18.16
DB-16	Hourly	17.15	17.78	18.38
DB-17	Hourly	17.45	18.11	18.75
DB-18	Hourly	17.64	18.30	18.98
*DB-19	Hourly	18.52	19.26	20.00
DB-20	Hourly	18.34	19.15	19.89
DB-21	Hourly	18.65	19.48	20.32
DB-22	Hourly	19.01	19.90	20.84
DB-23	Hourly	19.40	20.34	21.32
DB-24	Hourly	20.09	21.11	22.15
DB-25	Hourly	20.89	21.95	23.05
DB-26	Hourly	21.59	22.75	23.89
DB-27	Hourly	22.40	23.58	24.80

\*Market Adjustment Factor – See MOU page 58

**Continuation of Schedule "A"**  
**Salary Scale Effective July 1, 2018**

**Daybreak Support Staff**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
DB-28	Hourly	23.18	24.44	25.70
DB-29	Hourly	23.81	25.09	26.43
DB-30	Hourly	24.45	25.83	27.16
DB-31	Hourly	25.38	26.76	28.21
DB-32	Hourly	26.17	27.66	29.12
DB-33	Hourly	27.03	28.54	30.07
DB-34	Hourly	27.94	29.53	31.13
DB-35	Hourly	28.96	30.64	32.30
DB-36	Hourly	30.07	31.82	33.55
DB-37	Hourly	31.15	32.98	34.79
DB-38	Hourly	32.28	34.15	36.01
DB-39	Hourly	33.38	35.34	37.33
DB-40	Hourly	34.43	36.51	38.52

**Salary Scale Effective July 1, 2019****Daybreak Support Staff**

		<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
DB-08	Hourly	16.41	16.94	17.47
DB-09	Hourly	16.52	17.08	17.58
DB-10	Hourly	16.68	17.18	17.75
DB-11	Hourly	16.76	17.32	17.86
DB-12	Hourly	16.93	17.50	18.01
DB-13	Hourly	17.08	17.64	18.24
DB-14	Hourly	17.25	17.84	18.44
DB-15	Hourly	17.47	18.08	18.70
DB-16	Hourly	17.66	18.31	18.93
DB-17	Hourly	17.97	18.65	19.31
DB-18	Hourly	18.17	18.85	19.55
DB-19	Hourly	18.52	19.26	20.00
DB-20	Hourly	18.89	19.72	20.49
DB-21	Hourly	19.21	20.06	20.93
DB-22	Hourly	19.58	20.50	21.47
DB-23	Hourly	19.98	20.95	21.96
DB-24	Hourly	20.69	21.74	22.81
DB-25	Hourly	21.52	22.61	23.74
DB-26	Hourly	22.24	23.43	24.61
DB-27	Hourly	23.07	24.29	25.54

**Continuation of Schedule "A"**  
**Salary Scale Effective July 1, 2019**

**Daybreak Support Staff**

		<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
DB-28	Hourly	23.88	25.17	26.47
DB-29	Hourly	24.52	25.84	27.22
DB-30	Hourly	25.18	26.60	27.97
DB-31	Hourly	26.14	27.56	29.06
DB-32	Hourly	26.96	28.49	29.99
DB-33	Hourly	27.84	29.40	30.97
DB-34	Hourly	28.78	30.42	32.06
DB-35	Hourly	29.83	31.56	33.27
DB-36	Hourly	30.97	32.77	34.56
DB-37	Hourly	32.08	33.97	35.83
DB-38	Hourly	33.25	35.17	37.09
DB-39	Hourly	34.38	36.40	38.45
DB-40	Hourly	35.46	37.61	39.68

**Memorandum of Understanding**

between  
Daybreak Parent Child Centre  
and  
Canadian Union of Public Employees, Local 3017

This Memorandum of Understanding concerns the obligation of the employee to maintain the requirements outlined in the provincial legislation pertaining to the specific roles assigned within the agency.

The Parties agree that each employee shall have and keep up to date the requirements for license and/or registration associated with the work role of social worker, bus driver, early childhood educator, child care Supervisor and any other requirements which may be established by the government of Newfoundland and Labrador concerning any specific role of persons within the employ of Daybreak Parent Child Centre. The expense of maintaining this registration and meeting these requirements shall be the responsibility of the employee. No employee shall be adversely affected if delays are created as a result of an outside agency. This delay must be documented in writing by the agency involved.

Each employee shall have a valid and up-to-date First Aid Certificate upon hiring date or within thirty (30) calendar days thereafter. It shall be the responsibility of the employee to keep first aid up to date and to present proof of this upon request.

The employee shall present proof of meeting all the requirements associated with the qualification advertised for the position and shall sustain the requirements according to the time frame and process outlined in the legislation.

Any bus driver hired after January 1997 will bear the cost of the medical and license herself/himself. The driver hired before this date shall continue to have the cost of the medical required for the driver's license and the license renewal paid by the Employer.

Any subsequent Certification of Conduct required by the Employer, following the initial certification supplied upon hiring shall be paid for by the Employer.

Accommodations presently provided for employees to have their meals and store and change their clothes will continue to be provided during the life of this Agreement.



Heather Bartlett  
for  
Daybreak Parent Child Centre

Dec 20 / 19.

DATE



Gail Brinston  
for  
CUPE, Local 3017

Dec 20-2019

DATE

**Memorandum of Understanding**  
between  
Daybreak Parent Child Centre  
and  
Canadian Union of Public Employees, Local 3017

This Memorandum of Understanding provides clarification regarding costs related to attending the course requirements for employees of Daybreak. The course requirements are specific in the job descriptions and are a condition of employment.

The Employer shall take responsibility for all costs related to employees completing the required Daybreak courses and other necessary learning/educational opportunities.

Employees requesting to attend learning/educational courses that are not required by the Employer shall seek approval for time off. The costs thereof shall be the responsibility of the employee unless the Employer agrees to defray related costs.


When the employer is offering a course, a notice for the upcoming course will be posted in advance. The Employer will give priority to Daybreak employees who require the course over others who apply to take the course out of interest.

Employees who register for Employer required courses shall not be penalized any advancement on the pay scale (level or step) as a result of the non-availability of such course.

This agreement is signed in good faith by the undersigned:



Heather Bartlett  
for  
Daybreak Parent Child Centre



Gail Brinston  
for  
CUPE, Local 3017

Dec 20/19.  
DATE

Dec 20-2019  
DATE

**Memorandum of Understanding**

between  
Daybreak Parent Child Centre  
and  
Canadian Union of Public Employees, Local 3017

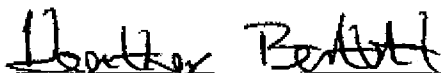
This Memorandum of Understanding concerns Clause 29.02 (Adverse Weather Conditions) and its application to the employees of Daybreak Parent Child Centre.

The Parties agree that should the Eastern School District close schools in the St. John's metropolitan area due to inclement weather, before school begins for the day, the employees of Daybreak shall not be required to report for work nor shall they suffer any loss of wages or benefits.

The Parties agree that should the Eastern School District close schools in the St. John's metropolitan area due to inclement weather, after their pupils have arrived, then the employees of Daybreak will be permitted to leave their workplace without loss of wages or benefits subject to the safe return of all the children under the Centre's care.

Should the School Board Authority revise its position on inclement weather and reopen the schools in the metropolitan area, employees, at the discretion of the Employer, may be required to return to work at a time designated by the Employer.

On other occasions when the Employer uses its own discretion to close due to inclement weather, the employees will be subject to the determination of the Employer.



Heather Bartlett  
for  
Daybreak Parent Child Centre



Gail Brinston  
for  
CUPE, Local 3017

Dec 20/19.

DATE

Dec 20-2019

DATE

**Memorandum of Understanding**  
between  
Daybreak Parent Child Centre  
and  
Canadian Union of Public Employees, Local 3017

The parties agree as follows:

1. During the life of this Agreement the Employer agrees to continue to lobby the appropriate provincial government department to either i) obtain sufficient funding to implement the results of the job review process completed in 2006 by Mr. Alf Gosse, or ii) have employees of Daybreak included in government's job evaluation system scheduled for implementation on April 15, 2015, and have Daybreak Parent Child Centre moved from the Labour Relations Act to the Public Service Collective Bargaining Act.
2. The only provision in the attached collective agreement with retroactive force is Schedule "A" – Wages. Any other changes in this agreement relative to the previous agreement take effect as of date of signing or on a date specified otherwise.



Heather Bartlett  
for  
Daybreak Parent Child Centre



Gail Brinston  
for  
CUPE, Local 3017

Dec 20/19.

DATE

Dec 20-2019.

DATE

**Memorandum of Understanding**

between

Daybreak Parent Child Centre

And

Canadian Union of Public Employees, Local 3017

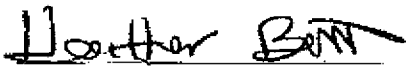
The parties, on a without prejudice basis, hereby confirm the implementation of a Market Adjustment Factor effective April 1, 2018 specifically for employees in the Family Support Worker classification. This step is necessary to address recruitment and retention problems in this area. The Market Adjustment Factor is as follows:

Step 1 \$3.09

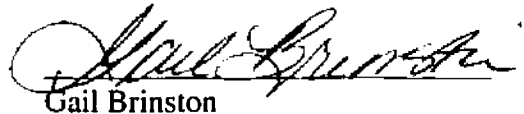
Step 2 \$3.21

Step 3 \$3.33

It also noted that any general salary increases will be applied to the total wages of the Family Support Worker classification; i.e. salary at the DB-19 level plus the Market Adjustment Factor.



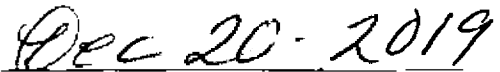
Heather Bartlett



Gail Brinston



Date



Date

## **LETTER OF UNDERSTANDING**

### **Optional Deferred Payment of Severance**

This letter of understanding shall be read as one with the CUPE collective agreement (exp. 2020) and shall confirm the further agreement of the parties as follows:

#### **Part A:**

All employees may request a deferral of their severance payment as follows:

1. Employees who qualify for severance pay may elect to defer the payment of severance pay beyond March 31, 2021, in accordance with this letter of understanding. Deferrals cannot extend beyond the end of the period of employment as stipulated in the provisions in the applicable collective agreement, and the redemption value shall be frozen as of March 31, 2018, for both accumulated service and weekly salary.
2. Employees who elect to defer payment must do so using a form that will be made available by the Employer in accordance with the following requirements: the form must be completed and received by the Employer not later than January 31, 2020. Once a deferral request has been received by the Employer, payment of severance shall occur at the end of the period of employment as stipulated in the provisions in the applicable collective agreement.
3. Employees who have deferred payment of severance who wish to receive payment prior to the circumstances noted in clause 2 above must request to do so in writing. Such notice must be received by the Employer not later than December 31 of any given year. Payment of severance shall then occur not later than June 30 of the following calendar year.
4. All severance must be redeemed in full at time of payment. An employee may not elect to receive partial or portioned payment(s) of their total severance pay, i.e., payment of severance shall be made only once. For example, severance payment cannot occur over multiple years, be paid so as to allow employees to transfer a portion of their severance to a RRSP in one year while deferring payment of the remainder to a subsequent year, etc.....

#### **Part B:**

The Employer shall make every reasonable effort to meet the request of the employees who elect to defer the payment of severance pay in accordance with the Severance Pay Article of the applicable Collective Agreement to a quarter in the fiscal year commencing April 2020. However, those employees who have been notified in writing by the

Employer that they will not be able to receive a payment of severance in their quarter of choice in fiscal year commencing April 1 2020, may within thirty (30) days of the date of such notice, elect in writing to receive their severance payment in an alternate quarter in the 2019/2020 fiscal year.

Employees who make an election under Part B must do so using a form to be provided by the Employer, which must be received by the Employer not later than thirty (30) days of the date of the notice referenced above.

Employees who fail to make an election under Part A or Part B of this letter of understanding within the prescribed timeframe shall receive payment of severance not later than March 31, 2020 provided sufficient funding has been received by the Employer.

Heather Bartlett

Heather Bartlett  
for  
Daybreak Parent Child Centre

Gail Brinston

Gail Brinston  
for  
CUPE, Local 3017

Dec 20/19,

DATE

Dec 20-2019

DATE

**SIGNING PAGE**

SIGNED AT ST. JOHN'S, NEWFOUNDLAND,  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2019

Signed on behalf of  
Daybreak Parent Child Centre

Signed on behalf of  
Canadian Union of  
Public Employees  
Local 3017

  
\_\_\_\_\_

  
\_\_\_\_\_

Witnessed By

Witnessed By

\_\_\_\_\_

\_\_\_\_\_