COLLECTIVE AGREEMENT

BETWEEN

MORELL AND AREA EARLY LEARNING CENTRE

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

SEPTEMBER 1, 2019 – AUGUST 31, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the employees as represented by the Union, to set forth the terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement.

ARTICLE 2 - APPLICATION OF AGREEMENT

2.01 This agreement applies and is binding upon the Employer and the PEI Union of Public Sector Employees.

ARTICLE 3 - DEFINITIONS

3.01 "Bargaining unit" means all the employees in the classifications outlined in Schedule "A" and in such other classifications that are subsequently added.

3.02 "Substitute Employee" means an employee who is employed to work on a day-to-day basis as required to replace permanent, probationary and temporary employees on an approved leave in accordance with this Agreement.

3.03 "Continuous Employment" means the most recent period of uninterrupted employment. Continuous employment shall only be deemed to be interrupted if any one of the following occur: a layoff, a resignation, termination of employment during the probationary period, or dismissal for just cause without reinstatement.

3.04 "Day" means working day unless otherwise stipulated in this agreement.

3.05 "Employee" means a member of the bargaining unit who is employed by the Employer for remuneration. A student hired as a substitute employee is excluded from the bargaining unit.

3.06 "Employer" means the Morell and Area Early Learning Centre.

3.07 "Leave of absence" means absence from work with permission.

3.08 "Party" means the Employer or the Union.

3.09 "Permanent employee" means:

(a) a full-time employee who works a regular schedule of hours as outlined in the Hours of Work Article and who has completed the probationary period, or

(b) a part-time employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period and is entitled to all the benefits of this agreement on a pro rata basis.

3.10 "Probationary employee" means an employee as defined in Article 3.09 who has not completed the probationary period. Except as otherwise stipulated, probationary employees in Article 3.09 shall benefit from all the provisions of the agreement.

3.11 "Promotion" means the appointment of an employee, as a result of a competition or a classification review to a position having higher compensation.

3.12 "Recall list" means a list of eligible employees pursuant to the Layoff and Recall Article 28.

3.13 "Seniority" means the length of service credited to each permanent employee as calculated in accordance with Article 25.

3.14 "Spouse" means a person

(a) to whom an employee is legally married; or

(b) with whom an employee has been living for at least twelve (12) months as a couple in a relationship.

An employee shall be entitled to claim benefits under this agreement in relation to only one spouse, and where applicable, the relatives associated with that spouse.

3.15 "Steward" means a person selected by the employees in the bargaining unit, to act on behalf of those employees in respect to grievances.

3.16 "Temporary employee" means an employee, other than a permanent or probationary employee, who is employed to work for a specified period of time to fill a temporary position in accordance with Article 26. Temporary employees have all the rights and privileges of this agreement.

3.17 "Temporary position" means a position filled in accordance with Article 26, which is:

(a) vacant due to the absence of a permanent employee through illness, accident, vacation or other approved leave of absence, or

(b) created for a special purpose.

3.18 "Union" means the Prince Edward Island Union of Public Sector Employees.

3.19 "Worksite" means the centre/facility in which or from which the employee works.

3.20 Wherever the singular is used, the same shall be construed as meaning the plural and vice versa unless otherwise specifically stated. The parties agree that article titles and sub-titles are for reference purposes only and shall not be used as aids in interpreting the agreement.

ARTICLE 4 - RECOGNITION

4.01 **Authorized Representative**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the bargaining unit and recognizes the Union's right to represent employees included in Certification Order 12-03 issued by the Prince Edward Island Labour Relations Board excluding the position of Centre Director and Supervisor.

4.02 **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not perform the work of the bargaining unit except for the position of Centre Director and Supervisor.

4.03 **No Contracting Out**

(a) The Employer agrees that it shall not contract out work of the bargaining unit in such a manner as to jeopardize the employment of employees unless mutually agreed by the Union and the Employer.

(b) Where the Employer is faced with no other alternative and work of the bargaining unit is temporarily contracted out, such action shall not compromise the aforementioned certification order issued by the Prince Edward Island Labour Relations Board.

ARTICLE 5 - SAVINGS CLAUSE

5.01 **Conflict with Statute**

If any article in this agreement shall be found to be in conflict with any statute, such article shall be deemed null and void. However, such article shall be separable from the remainder of this agreement, and all other articles herein shall continue in full force and effect. The parties to this agreement shall negotiate a replacement for the article rendered null and void.

5.02 **Mechanism for Resolution**

In the event that the parties cannot reach mutual agreement, the matter in dispute under Article 5.01 shall be subject to conciliation and interest arbitration proceedings.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this agreement are recognized by the Union as being retained by the Employer and, without limiting the generality of the foregoing, include the following:

(a) to manage and direct employees,

(b) to hire, promote, transfer, assign, retain employees, and to establish positions,

(c) to suspend, demote, discharge, or take other proper disciplinary action,

(d) to relieve employees from duties because of lack of work or other proper reasons,

(e) to maintain the efficiency of operations, and to make written rules, regulations, policy and procedure to be observed by employees,

(f) to determine the methods, means and personnel by which such operations are to be conducted,

(g) to evaluate jobs, classify positions, specify the employees' duties,

(h) to take whatever action may be necessary to carry on operations in situations of emergency.

6.02 These rights shall not be exercised in a manner inconsistent with the expressed provisions of this agreement.

ARTICLE 7 - EMPLOYEE RIGHTS

7.01 No Discrimination

There shall be no discrimination practiced with respect to any employee on the grounds of age, colour, creed, ethnic or national origin, family status, marital status, disability, political belief, race, religion, sex, sexual orientation, membership, lack of membership, activity or lack of activity in the Union or any other reason.

7.02 No Conflicting Written or Verbal Agreements

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

7.03 Harassment-Free Environment

The Union and the Employer recognize the right of employees to work in an environment free from harassment and the Employer agrees to take such disciplinary action as is necessary respecting an employee engaging in harassment in the work place. Harassment shall be considered discrimination under this article.

7.04 Sexual Harassment

Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is unwelcome and shall include but not be limited to unnecessary touching or patting, suggestive remarks or other verbal abuse, compromising invitations, demands for sexual favours or physical assault.

7.05 Concerns About Harassment

An employee who wishes to pursue a concern arising from harassment may, with the approval of the Union, submit a grievance in writing directly to the final step in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 8 - UNION SECURITY

8.01 Deduction of Union Dues

The Employer shall, as a condition of employment, deduct an amount equal to the biweekly Union dues deduction from the biweekly pay of all employees covered by this agreement.

8.02 **Notification of Deduction**

The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 8.01. At least thirty (30) days notice of any changes in the authorized dues will be provided.

8.03 **Amount of Dues Deductions**

Dues shall be deducted as follows depending upon an employee's biweekly gross salary:

(a) less than $100, no dues shall be deducted,
(b) $100 but less than $200, one-third of the authorized dues,
(c) $200 but less than $520, two-thirds of the authorized dues, and
(d) $520 or more, the full amount of the authorized dues.

8.04 **Remittance of Dues**

The amounts deducted in accordance with this article shall be remitted to the President of the Union by cheque on or before the 15th day of the month following the month in which deductions were made and shall be accompanied by particulars identifying employees and the amounts deducted on their behalf.

8.05 This Article comes into effect on the signing date of this agreement.

ARTICLE 9 - INFORMATION

9.01 The Union shall provide a copy of this Agreement to the members of this bargaining unit.

9.02 The Employer shall provide all employees, upon appointment, with written notification stating their job classification including (permanent, full-time or part-time, substitute or temporary) commencement date and hourly rate of pay.

9.03 The Employer shall indicate on each employee's income tax (T4) slip the total amount of Union dues deducted for the previous year.

9.04 The employees shall be provided with an itemized statement of hours paid, gross wages, and deductions with each pay cheque.

9.05 The Employer shall provide the Union annually on October 15th with a listing of personnel changes such as hirings, retirements, resignations, promotions, transfers and layoffs from employment, and the effective dates thereof.

9.06 The Employer shall provide the Union with all Employer work related policy and procedures that may affect an employee's terms and conditions of employment.

9.07 The Employer shall post update copies of the work related policy and procedures at each worksite that affect employee terms and conditions of employment.

9.08 The Employer shall make available to the Union information required by the Union such as job descriptions, a list of employees in the bargaining unit, and copies of the pension and insurance plans.

9.09 An employee and/or Union Steward, with the written authority of the employee, shall be entitled to review the employee's personnel files. The employee shall give two (2) days notice prior to having access to such files.

9.10 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the employee's immediate supervisor will introduce him/her to their Union Steward who will provide the employee with a copy of the Collective Agreement.

9.11 The Employer, upon reasonable notification, agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business connected with the Union providing such privilege shall not interfere with the operations. With prior approval of the Employer, the Union is entitled to access a meeting room at the Employers facilities to hold a Union meeting.

ARTICLE 10 - BULLETIN BOARDS

10.01 The Employer agrees to provide space for the Union to put up a bulletin board at the work location which may be used by the Union for the following:

(a) notices of Union meetings;
(b) notices of Union elections and results;
(c) notices of Union recreational and social events;
(d) Union newsletters;
(e) other notices concerning Union affairs which are not political in nature; and
(f) Employer job postings

10.02 Notices may be removed after discussion with the Steward where the notice is unacceptable to the Employer.

ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES

11.01 **Pay Plan**

For the term of this agreement, the pay plan for classifications shall be in accordance with Schedule "A", which forms part of this agreement.

11.02 **Pay Progression**

Employees shall move to the rates of pay specified in Schedule "A" on the effective dates and move to the next level in the rates of pay based on completion of four thousand one hundred and sixty (4160) hours of work or paid leave. The computation of hours in this section shall not include overtime.

11.03 **New Positions**

When a new classification is to be established in Schedule "A" or the duties of an existing classification are substantially changed, the parties to this Agreement shall consult on the salary range to be assigned. In the event that the parties cannot reach a negotiated settlement, the Employer shall assign a rate of pay to the position. The rate of pay shall remain in effect until the

parties negotiate a new agreement, which may include a retroactive payment for hours already worked at the rate previously assigned by the Employer.

11.04 **Pay Periods and Corrections**

(a) Pay Periods shall be bi-weekly. Paydays shall be on or before every Friday. When a payday falls on a holiday, the payday shall be the last banking day prior to the holiday.

(b) If an employee does not receive the correct amount of pay, then the Employer will issue an adjustment cheque to the employee. The Employer will issue the cheque as soon as possible, in any case, on the next business day of the error being brought to the Employer's attention. The Employer is not obligated to issue a corrected cheque for an amount less than twenty ($20) dollars; however, such amount owed shall be paid in the next bi-weekly pay period.

(c) On the last pay each month, the Employer will outline by way of a separate employee statement, accumulated amounts of sick leave, vacation and total hours of work. This initial statement will be provided on the second month following the signing date of the agreement.

11.05 **Compensation on Promotion**

In the case of promotion, the salary to be paid shall be in accordance with Schedule "A" pay plan for the appropriate classification and shall be at an hourly rate of pay higher than the position from which the employee is promoted.

11.06 **Mandatory Minimum Qualifications**

The rates of pay for each classification shall be paid only if the educational qualifications for the position are clearly specified as a mandatory requirement for the position at the time of job posting.

ARTICLE 12 - HOURS OF WORK

12.01 **Regular Hours and Meal Periods**

The regular daily hours of work shall be eight (8) including a paid meal period. The regular weekly hours of work shall be forty (40). The designated meal period shall be no less than thirty (30) minutes and shall be scheduled as close as possible to the middle of the employee's workday.

12.02 **No Rescheduling to Avoid Overtime Compensation**

An employee's schedule shall not be changed for the sole purpose of avoiding compensation to the employee for overtime services.

12.03 **Daylight Saving Time**

The changing of Daylight Saving to Standard Time or vice versa shall not result in employees being paid more or less than their regular scheduled daily hours and no overtime shall accrue.

12.04 **Minimum Employment Guarantee**

Employees appointed to a permanent position that is less than full-time shall be provided with a letter of offer outlining the minimum employment guarantee for their position.

12.05 **Employee Request for Flexible Hours**

(1) If an employee requests a flexible daily hours of work system, and where operational requirements permit, the Employer shall endeavor to approve the employee's request and such request shall not be unreasonably denied.

(2) Variations in an employee's daily hours of work may occur as a result of staggered starting or finishing times or alteration in the amount of time taken as a lunch break. The lunch break for an employee will not be less than one-half (½) hour and not more than one and one-half (1½) hours.

(3) An employee wanting to establish a flexible hours schedule must submit a request to the Employer and receive approval. Any such approval shall be for an initial trial period of three (3) months following which the arrangement may be extended on an indefinite basis provided the Employer and the employee are in mutual agreement. Extensions can be denied or terminated dependent upon operational requirements.

(4) The Employer or the employee may cancel an alternate work schedule on reasonable grounds by giving at least four (4) weeks' notice.

(5) All requests and responses in this article shall be in writing.

12.06 **No Split Workdays**

There shall be no split working days unless mutually agreed between the employee and the Employer.

12.07 **Exchanging Days Off or Workdays**

Employees may exchange their days off or scheduled workdays with the consent of their supervisor. Once a day is exchanged the employee who initiated the change is no longer responsible for the day.

12.08 **Meetings**

Employees required by the Employer to attend Staff Meetings, Graduation Ceremonies, Christmas Concerts and Parent-Teacher Interviews will receive paid time off in lieu for the hours worked.

ARTICLE 13 – OVERTIME

13.01 **Definition of Overtime**

All time worked before or after the regular daily hours of work or in excess of eighty (80) biweekly hours of work shall be considered overtime.

13.02 **Authorization of Overtime**

Overtime must be authorized by the Employer or the Employer's delegate.

13.03 **Compensation for Working Overtime**

(1) Employees shall be entitled to compensation at the rate of time and one-half for all overtime hours worked.

(2) All overtime shall be calculated to the nearest quarter hour. However, compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes.

(3) Overtime compensation shall be compensated by time off in lieu, at a time mutually agreed between the Employer and the employee. If time off in lieu cannot be agreed upon, the employee shall be paid overtime compensation.

ARTICLE 14 - SAFETY AND HEALTH

14.01 **Employer's Responsibility**

The Employer shall take all necessary provisions to protect and maintain the occupational safety and health of employees, under the provisions of the *PEI Occupational Health and Safety Act.*

14.02 **Grievance Process**

When an employee, a group of employees or the Union, is not satisfied that the provisions of Article 14.01 are being complied with, then the following shall apply:

(1) the matter will be referred in writing to the Employer who shall immediately investigate the complaint;

(2) failing a satisfactory remedy within ten (10) days following such investigation, the matter may be referred to step 2 in the grievance procedure;

(3) if the decision rendered in Article 14.02(2) is not satisfactory, the matter may be referred to arbitration for a decision which is final and binding on the parties.

14.03 **Worksite Safety & Health Committees**

Safety Committees shall be established in accordance with the *Occupational Health and Safety Act.*

14.04 **Pregnant Employees**

A pregnant employee whose job is deemed by her doctor to be hazardous to her health or the health of her unborn child may request a job reassignment for the period of pregnancy by forwarding a written request to the Employer. Upon receipt of the request, the Employer will, where possible, reassign the employee to alternate duties or an alternate position. If a transfer

is not available, the employee may request a leave of absence and may, subject to provision of a medical certificate, access her accumulated sick leave.

14.05 **Contagious Diseases**

Where the Employer has undertaken preventative measures to protect employees Safety and Health such practises shall continue. The Employer, where directed, by a public health officer in accordance with the Regulations under the *Child Care Facilities Act*, shall provide preventative measures for those employees in contact with known contagious diseases.

ARTICLE 15 - INJURY ON DUTY

15.01 **Application of the Workers Compensation Act**

All employees shall be covered by the *Workers Compensation Act*. An employee prevented from performing his/her regular duties with the Employer as a result of an accident, that is covered by the *Workers Compensation Act*, which occurred while performing work for the Employer, shall receive injury on duty leave without pay for the period the employee receives Workers Compensation benefits.

15.02 (a) If an employee is unable to perform their duties at the time the Workers' Compensation Board ceases temporary earnings loss benefits, the employee will be considered for alternate or rehabilitative employment pursuant to the *Workers Compensation Act*. Where no alternative or rehabilitative employment is available, the employee shall be provided disability leave in accordance with the Leave of Absence Article 17. On conclusion of the disability leave, the employee shall be laid off, pursuant to Article 28.

(b) Where an employee is laid off pursuant to Article 28, the employee shall advise the Employer when the employee is able to be considered for recall pursuant to Article 28 of this Agreement. An employee may be required to provide a medical certificate of fitness to perform the duties of any position for which a notice of recall is given.

15.03 **Earnings in Excess of WCB Maximum Earnings Ceiling**

Notwithstanding Article 15.01, in the event that the salary of an employee, at the time of a claim under the *Workers Compensation Act*, exceeds the maximum annual earnings established by regulation, the Employer shall during receipt of temporary earnings loss benefits continue to pay the employee an amount equal to 80% (85% after 38 weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board up to the maximum annual earnings.

15.04 **Benefit Accumulation During Leave**

During the period of injury on duty leave, increments, sick leave, vacation leave, will continue to be accumulated and calculated on the basis of the employee's employment guarantee.

15.05 **Leave with Pay for Missed Portion of Day**

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 day without deduction from sick leave, unless a doctor states the employee is fit for further work that day.

15.06 **Use of Sick Leave During WCB Waiting Period**

An employee who has filed a claim under the *Workers Compensation Act* shall be eligible to apply for sick leave during any required waiting period. In the event that the employee receives compensation from the Workers Compensation Board for the waiting period, the employee shall repay the Employer for the sick leave utilized during the waiting period, and any sick leave granted will be re-credited to the employee's sick leave bank.

ARTICLE 16 - SICK LEAVE

16.01 **Definition**

(1) Sick leave is provided to enable employees to be absent during periods of illness or disability without suffering financial loss of their regular wages. Sick leave may be granted under the following conditions to employees who are unable to report for work. Any employee found to be abusing sick leave privileges may be subject to disciplinary action.

(2) Sick leave with pay shall be granted to employees for minor medical or surgical procedures or routine dental appointments, provided forty-eight (48) hours notice is given by the employee. This will be waived by the Employer if an emergency exists.

16.02 **Accumulation**

(a) Employees shall accumulate sick leave credits at the rate of eight (8) hours for each one hundred and thirty eight (138) paid hours.

(b) Notwithstanding Article 16.02(a) employees will be entitled to use five (5) days per year for care of a family member, personal need, and or doctors' appointments. The use of these days will be deducted from the maximum accumulation as outlined in Article 16.02(a). Such Personal Days may be used for personal reasons that do not need to be specified.

16.03 **Carry Over of Sick Leave**

(a) Annually on or after August 31st, each employee's unused sick leave accumulated in the previous year of the Agreement shall be carried over. The maximum amount of sick leave accumulation is eighty (80) hours.

(b) Article 16.03 comes into effect on September 1, 2009.

16.04 **Reporting of Sickness**

In the case of absence due to sickness or accident, the matter must be reported as soon as possible to the designated Employer representative in the worksite.

16.05 **Medically Unfit to Work**

If the employee is found to be medically unfit to carry out the functions of the position he/she occupies then:

(1) the employee and a representative of the Union and the Employer will meet to discuss alternate or rehabilitative employment, or

(2) if other suitable employment with the Employer is not available, the employee will be placed on sick leave until sick leave credits are exhausted or the employee is able to return to work, whichever occurs first;

(3) if the employee is unable to return to work the employee can request to be placed on disability leave without pay in accordance with Leave of Absence Article 17.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 **General**

(a) In the sole discretion of the Employer, periods of leave of absence in excess of those allowed in this article may be authorized in exceptional circumstances.

(b) Except for leaves granted pursuant to Article 17.01(a), an employee, upon completing the period of leave authorized under this article, shall return to the same position held prior to the commencement of the leave.

17.02 **Maternity, Adoption, Parental (MAP) Leave**

The Employer shall grant leaves of absence without pay for reasons of maternity, parental or adoption leave in accordance with the provisions of the *Employment Standards Act* for a total leave period of up to fifty-two (52) weeks for any one birth or adoption event.

17.03 **Union Business**

Where operationally reasonable, the Employer agrees to provide leave of absence without pay to an employee who is required to attend negotiating meetings or to attend meetings concerning Union business or in consultations with the Employer. The Employer will maintain the employee's regular pay and benefits, if notified by the Union that it agrees to reimburse the Employer for the salary and benefit costs up to eighteen (18%) percent, when employees are granted Union business leave or Employer consultation leave.

17.04 **Elections**

Any employee eligible to vote in a federal or provincial election shall have such time off as is prescribed in the *Canada Elections Act* or the *Election Act of Prince Edward Island*.

17.05 **Jury Duty**

The Employer agrees to abide by the provisions of the *Jury Act* for any employee who is served with a Jury Information Return and Summons pursuant to the *Jury Act*, s. 8(7). The Employer

will provide paid leave to an employee who is required to serve as a juror for the period of time their attendance is actually required, provided:

(a) The employee provided the Employer with a copy of the Jury Information Return and Summons prior to jury duty commencing;

(b) Any reimbursement received for the service, excluding expenses of mileage and meals, are remitted to the Employer;

(c) Once the employee's service as a juror is no longer required, the employee returns immediately to resume work. It is understood that upon return to work, any employee called in to backfill for the period of jury service may be sent home and paid for their time worked at straight time.

17.06 **Bereavement**

(a) In the event of the death of an employee's parent (including a natural parent, guardian, foster parent or any other person standing in loco parentis), spouse, son, daughter, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, common-law spouse, or of any relative permanently residing with the employee, an employee upon request shall be granted leave with pay for four (4) consecutive days. Up to two (2) additional days may be authorized for travelling time or, if in the opinion of the Employer, additional bereavement leave is necessary.

(b) In the event of the death of an employee's aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee upon request shall be granted leave with pay for two (2) days for the purpose of attending the funeral.

(c) If an employee is on vacation leave at the time of bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.

(d) Where administratively possible employees requesting such leave shall submit the appropriate leave Request Form to the Employer for approval of the special leave; otherwise on immediate return to duty.

17.07 The Employer shall grant compassionate care leave without pay up to eight (8) weeks pursuant to the *PEI Employment Standards Act.*

17.08 **Disability Leave**

Upon the expiry of injury on duty leave and/or sick leave, an employee shall be provided disability leave without pay for the period requested up to a maximum of twelve (12) months. Where medical opinion advises that the employee will be able to return to work within the next ninety (90) calendar days then the disability leave shall be extended until the employee returns or the ninety (90) days has elapsed, whichever is less.

17.09 **Personal Leave**

An employee may be granted a leave of absence without pay for a period of up to three (3) months. A leave of absence in excess of the maximum entitlement under this article may be

authorized in exceptional circumstances by the Employer. Such leave shall not be unreasonably withheld.

17.10 **Closure Due to Storms**

When Morell and Area Early Learning Centre closes due to weather conditions employees shall suffer no loss of regular pay.

17.11 **Employer Support for Staff Development and Training**

(a) The Employer recognizes the necessity of staff development and training and may, on request, grant, on one request per year per employee basis, a leave of absence and financial assistance in a minimum amount to be mutually agreed upon, to employees in order to provide them with the opportunity to attend professional or technical seminars, workshops and short courses sponsored or approved by the Employer.

(b) An employee may at any time apply for a leave of absence to participate in development and training by setting out the nature of the proposed development or training along with such information as may be requested.

17.12 **Mandatory Training**

(a) Where the Employer requires employees to participate in a course, seminar or workshop, whether in-service or out-of service, all costs related to the training shall be paid by the Employer and salary and benefits shall be maintained.

(b) If such courses, seminars or workshops occur outside of the employee's scheduled hours of work, the employee will be granted equivalent time off at straight time.

17.13 (a) Notwithstanding Article 17.11 and 17.12, employees are responsible to obtain their annual mandatory continuing education training hours as part of the maintenance of their Early Childhood Education license. The Employer is not required to but may provide annual continuing education training that may be approved for the maintenance of the Employees Early Childhood Educator license.

(b) The Employer will pay each employee's ECDA annual membership fee.

(c) All employees attending mandatory continuing education courses for ECE license shall be given time off with pay. The time off with pay shall include working hours, evenings and/or weekend courses.

17.14 **Programming Preparation Day**

The Employer agrees to provide one (1) work day with pay for programming preparation at the start of each Employer school year. The Employer will designate the date for the programming preparation day prior to the event to be held, each Employer school year. Each employee must attend the programming preparation day activities to receive paid leave for that day.

17.15 The Employer will pay the cost of first aid training for each employee.

ARTICLE 18 – REGISTERED RETIREMENT SAVINGS PLAN

18.01 The parties agree to discuss the implementation of a Registered Retirement Savings Plan only.

18.02 The Union, before January 1, 2014, will write to the Morell and Area Early Learning Centre Director and Supervisor to request that a meeting occur as outlined in Article 18.01 of the aforementioned within 30 days of the date of the Union's letter. The Centre Director and Supervisor will contact the Employer to arrange for such a meeting.

18.03 The Parties agree that consideration will be given to implementing a Registered Retirement Savings Plan with mandatory Employer contributions of two percent (2%) of salary into a self directed Registered Retirement Savings Plan which includes individual employee accounts. Employees will be required to match the Employer contributions in the amount of two percent (2%) of salary.

ARTICLE 19 - VACATIONS

19.01 Employees shall be entitled to vacation with pay during each fiscal year on the following basis:

(a) Employees with less than five (5) years of continuous employment shall earn vacation entitlement at the rate of eight (8) hours for each two hundred and eight (208) paid hours.

(b) Employees who have completed five (5) years of continuous employment shall earn vacation entitlement at the rate of eight (8) hours for each one hundred and thirty-eight (138) paid hours.

(c) Employees who have completed ten (10) years of continuous employment shall earn vacation entitlement at the rate of eight (8) hours for each one hundred and four (104) paid hours.

(d) Employees who have completed fifteen (15) years of continuous employment shall earn vacation entitlement at the rate of eight (8) hours for each eighty-three point two (83.2) paid hours.

(e) Employees who have completed twenty-five (25) years of continuous employment shall earn vacation entitlement at the rate of eight (8) hours for each seventy (70) paid hours.

19.02 All vacation leaves must be approved prior to the commencement of such leaves by the Employer. Should a conflict in vacation time requested arise between two or more employees, seniority within the bargaining unit shall be the determining factor.

19.03 Employees may be authorized to use their total vacation entitlement at one particular time. Employees are expected to use their annual vacation entitlement in the year it is earned. Unused vacation may be carried over to the next vacation year, upon approval of the Employer to a maximum of one (1) years vacation entitlement.

19.04 An employee, upon separation from the Employer, shall compensate for vacation which was taken but not earned at the time. However, an employee's estate will not be required to compensate for unearned vacation leave in case of separation due to death of the employee, or following involuntary separation due to layoff or permanent disability.

19.05 Probationary employees shall be entitled to accumulate but not take vacation time earned until the successful completion of the probationary period.

19.06 Employees shall not accumulate vacation time while on a leave of absence without pay including but not limited to WCB, Employment Insurance (EI) and Maternity, Adoption or Parental (MAP) Leave.

ARTICLE 20 - HOLIDAYS

20.01 **Designated Holidays**

(1) All employees shall receive one (1) day paid leave for each of the following designated holidays each year:

New Year's Day	Gold Cup and Saucer Day
Islander Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and all other days proclaimed by the Provincial or Federal Government.

(2) For the purpose of this article, "holiday" means a twenty-four (24) hour period commencing at midnight on a calendar day designated as a holiday.

20.02 **Working on a Holiday**

An employee who works on a holiday shall receive pay at time and one-half the regular hourly rate and shall have the holiday rescheduled with pay.

20.03 **Holiday Falling on a Leave with Pay**

When a holiday falls within an employee's period of leave with pay, that day shall constitute a holiday and not a day of leave.

20.04 **Holiday Coinciding with Day of Rest**

When a day designated as a holiday coincides with an employee's day of rest, the Employer shall either grant the holiday with pay at a mutually agreed time or during the period June 15 to August 30, or pay the employee for the holiday in the event paid leave cannot be arranged as outlined in this section.

ARTICLE 21 - PERFORMANCE REVIEWS AND PROBATIONARY PERIOD

21.01 (a) Each employee will have a scheduled opportunity on an annual basis to meet with their Employer to review and evaluate their work performance.

(b) All employees, excluding probationary employees, shall receive an annual performance review within thirty (30) days of their anniversary date of hire or at such other time as may be agreed between the employees and the Employer.

21.02 A copy of the performance review will be given to the employee and the employee shall sign one copy to acknowledge receipt, which will be retained in the employee's confidential personnel file.

21.03 All new employees will have a probationary period of one thousand and forty (1040) hours worked in the classification.

21.04 All new employees hired are probationary until the employee successfully completes the probationary period. In order to advance from probationary status a satisfactory performance review must be completed. The Employer will confirm in writing within seven (7) days of completion of the initial one thousand and forty (1040) hour probationary period that either:

(a) the employee has successfully completed the probationary period; or

(b) the employee's probationary period is extended an additional five hundred and twenty (520) hours; or

(c) the probationary employment of the employee is terminated.

In the event the probationary period is extended by the Employer, the Employer will confirm in writing within seven (7) days of completion of the extended probationary period that the employee has successfully completed the probationary period or that the probationary employment of the employee is terminated.

21.05 Once an employee successfully completes their probationary period, calculation of their seniority will date from their initial date of hire.

ARTICLE 22 – DISCIPLINE PROCEDURES

22.01 In order to promote harmonious Labour-Management relations, the parties agree that the following procedures will be followed in the discipline of employees.

22.02 The Employer should ensure that discipline is necessary before taking action which might adversely affect an employee's career. Discipline should be used only as a last resort after all other measures involved in good personnel administration have been considered. Discipline must be timely to bring home the importance of the problem being addressed; however, the parties recognize that a period of investigation may be necessary to ensure the circumstances warrant disciplinary action. When an investigation is deemed necessary, it shall be carried out as follows:

(a) an internal Employer investigation will be completed within fifteen (15) days of the date the Employer became aware of an alleged incident. The Employer agrees that if discipline is appropriate, it shall be imposed within five (5) days of the completion of the investigation.

(b) in the event that the alleged incident requires an investigation involving outside agencies, the Employer shall conduct any necessary investigation, as quickly as possible, after becoming aware of the incident, and disciplinary action, if any, will be imposed immediately following the completion of the investigation.

22.03 The Employer in implementing disciplinary action shall first make certain that it is the employee, and not the situation, which is in need of correction.

22.04 The scale of disciplinary action is as follows:

(a) **Oral Reprimand**

When preventive methods have failed, the employee shall be orally reprimanded. During the oral reprimand the problem is called clearly to the attention of the employee; the need for he/she to change his/her behavior pattern is emphasized. The employee shall be informed of corrective action to take. These discussions shall be held in private; they should be well planned. The result should be agreement by the employee to correct his/her unacceptable behavior. A specified time interval for the improvement to take place should be agreed upon.

(b) **Written Reprimand**

When the oral reprimand has failed, and when it is believed that written guidance will help to get the result desired, such a written reprimand should be issued. Before such a reprimand for record is issued, the employee should be informed of the reasons for the intended recorded reprimand. A copy of the written reprimand will be placed on the employee's file.

(c) **Suspension**

Suspension as a disciplinary action is an enforced temporary absence from duty. When used as a disciplinary measure for misconduct or negligence, it is not necessarily preceded by less severe actions if misconduct or negligence is suddenly discovered or is very serious. Periods of suspensions are always without pay.

(d) **Dismissal**

This action is taken only for repeated violations or for a single serious offence including but not limited to theft, abuse, assault or breach of confidentiality as stated in the Employer's written policy and procedure.

ARTICLE 23 - DISCIPLINE

23.01 No employee shall be disciplined except for just cause.

23.02 Where an employee is disciplined by suspension, demotion, or dismissal, the Employer shall, upon the date of such disciplinary action, provide the employee with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union.

23.03 Upon request of an employee, the Employer shall provide him/her with the opportunity to read any documents, other than recruitment documents, on his/her personnel file. Upon his/her request, the employee shall be provided with an exact copy of any such document, other than recruitment documents.

23.04 Upon the employee's request, any notice of disciplinary action or any other document concerning a disciplinary action other than evaluation reports and payroll transactions which may have been placed on his personnel file, shall be removed after twenty-four (24) months have elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.

23.05 Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay and any other benefits which would have accrued to him/her if he/she had not been disciplined. Nothing in this Article prevents an Arbitration Board from increasing, decreasing, or otherwise revising a disciplinary award made by the Employer.

ARTICLE 24 - GRIEVANCE AND ARBITRATION PROCEDURES

24.01 **Policy**

The parties recognize the desirability of providing of an orderly system of resolving any complaints or disputes in order to provide a harmonious and cooperative relationship between the Employer and its employees. The termination of employment of a probationary employee during the probationary period following an evaluation shall be subject to the total discretion of the Employer and such termination shall not constitute discipline under Article 23 of this Agreement.

24.02 "Grievance" means a written complaint by an employee or group of employees

(a) arising out of a difference of opinion as to the application, interpretation, administration, or alleged violation of this Agreement, or

(b) including any question as to whether a matter in this Agreement is arbitrable.

24.03 **Designated Representative**

The Employer shall designate a representative for the Grievance Procedure and advise the Union of the name and title of the Designated Representative.

24.04 **Steward**

The Union shall provide the Employer with written notice of the name of a Steward authorized to deal with grievances on behalf of employees.

24.05 **Union Concurrence**

Employees may pursue a grievance under this Article only with the approval of the Union.

24.06 **Complaint/Grievance Settlement Process**

Step 1

The parties to the Agreement recognize many complaints can be settled through informal discussion. For this reason, it is understood that if an employee has a complaint the employee shall discuss it with the Supervisor, as soon as possible and in any case no complaint shall be made unless made within twenty-one (21) days from the date upon which the complaint occurred, unless an extension of time has been mutually agreed upon. The Supervisor shall respond in writing to the complaint within seven (7) days of the discussion.

Step 2

Within seven (7) days of the response to the complaint in Step 1, the aggrieved employee may submit a written grievance, if the complaint has not been resolved to the satisfaction of the employee and the Union. The employee and the Union Steward shall meet with the Employer's Board of Directors as represented by the Chair and another member to discuss the grievance. Within seven (7) days of such meeting the Board of Directors as represented by the Chair and another member shall render a written decision on the grievance.

Step 3

Failing satisfactory settlement of the grievance being reached in Step 2, the Union may within ten (10) days of receipt of the decision referred to in Step 2, refer the grievance to Arbitration.

24.07 **Union Representation**

In any case where an employee presents a complaint in person at Step 1, or in any case where a meeting is held on a complaint or grievance at any level, the employee may be accompanied by a Union Steward or a representative of the Union.

24.08 **Time Limits**

The time limits specified in this Article may be extended by mutual agreement in writing.

24.09 **Communications**

(a) When it is necessary to use the postal service to process a grievance, all correspondence between the designated representative and the employee shall be by registered mail.

(b) When a grievance is delivered by hand, it will be dated the date it was delivered as will be the reply.

24.10 **Employer/Union Grievance**

Where either party to this Agreement disputes the interpretation, application, administration, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, the matter shall be discussed initially with the other party within fourteen (14) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to Arbitration.

24.11 **Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, faxed or hand delivered, indicating the name of its nominee on the arbitration board. Within fourteen (14) days thereafter, the other party shall answer by registered mail, fax or hand delivery, indicating the name and address of its nominee to the arbitration board.

24.12 **Failure to Appoint**

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within seven (7) days of their appointment, the appointment shall be made by the Minister Responsible for the Labour Act upon request of either party.

24.13 **Arbitration Procedure**

The Board shall determine the arbitration procedures but shall give full opportunity to all parties to present evidence and make representations. The Board shall avoid legalistic or formal procedures as much as possible. Unless otherwise arranged by the chair the hearing shall commence within ten (10) days of the Board's appointment and a decision will be rendered within ten (10) days of completion of the hearings.

24.14 **Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

24.15 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair to reconvene the Board, whether in person or by way of written communication, to clarify the decision, which the Chair shall do within five (5) days or as otherwise scheduled by the Chair.

24.16 **Expenses of the Arbitrator**

Each party shall pay:

(a) the fees and expenses of the arbitrator it appoints;

(b) one-half (½) of the fees and expenses of the Chair;

(c) one-half (½) of the expenses, if any, of accommodation required for the hearing.

24.17 Saturdays, Sundays and Statutory Holidays shall not be included in any time limits of this Article 24.

24.18 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All provisions of this Article shall apply, with the necessary amendments going to the appointment of a single arbitrator.

ARTICLE 25 - SENIORITY

25.01 **Granting Seniority to Probationary Employees**

An employee who successfully completes the probationary period for permanent employment on or after September 1, 2006 shall be granted seniority. This seniority shall include the probationary period:

25.02 **Calculation of Seniority prior to September 1, 2006**

Seniority shall be calculated based on an employee's last date of hire with the Employer and its predecessor and shall be effective retroactive to the date of hire following successful completion of a probationary period for permanent employment. Year of service shall be equal to 2080 hours for the purpose of this section.

25.03 **Calculation of Seniority on or after September 1, 2006**

(a) Seniority shall be calculated based on hours worked after September 1, 2006. Hours worked shall not include overtime.

(b) For the purpose of calculating hours worked under Article 25.03(a) seniority shall be retained and accumulated when an employee is absent from work on a leave of absence with pay or on a maternity, adoption, parental or Injury on Duty leave. The calculation of hours worked for seniority shall be calculated on the same basis as if the employee had been at work.

25.04 **Total Seniority and Seniority List**

In order to finalize a seniority list, the Employer, in accordance with Articles 25.02 and 25.03 shall determine each employee's seniority hours, and post a seniority list with each employee's seniority hours. Such list shall be updated each January 31 and posted on the Employer's bulletin board and a copy shall be sent to the Union on the same day the Seniority List is posted on the bulletin board. The Union shall notify the Employer within sixty (60) days of posting the list regarding any errors on the list.

25.05 Use of seniority for the purpose of Job Opportunities and Promotions, Layoff and Recall, and Temporary Positions, shall be as set forth in the applicable articles of this Agreement. Seniority shall operate on a bargaining unit wide basis for each Employer.

25.06 An employee shall lose seniority only in the following circumstances:

(a) the employee is discharged for just cause and not reinstated;

(b) the employee voluntarily resigns and does not withdraw such resignation within forty-eight (48) hours;

(c) the employee is suspended for just cause and not reinstated (no seniority shall accrue for the period of suspension);

(d) the employee is laid off for a continuous period of more than twelve (12) months or more;

(e) the employee fails to return to work upon recall; or

(f) the employee is absent from work without approved leave or is absent from work without notifying the Employer, unless there are extenuating circumstances.

25.07 **Transfer Out of Bargaining Unit**

(a) If an employee voluntarily transfers to a permanent position with the Employer outside the bargaining unit, he/she shall retain the seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. If such employee returns to a vacant position in the bargaining unit, the employee will accumulate seniority from the date of returning to the bargaining unit. This additional seniority shall be added to the employee's previously accumulated seniority provided that the absence from the bargaining unit does not exceed two (2) years.

(b) If an employee accepts a temporary position with the Employer outside the bargaining unit, the employee shall retain their seniority but shall not continue to accumulate seniority while occupying the temporary position. On completion of the temporary work outside the bargaining unit the employee shall return to their bargaining unit position. The employee's previously accumulated seniority will be added to seniority accumulated from the date of returning to their bargaining unit positions provided that the absence from the bargaining unit does not exceed two (2) years.

ARTICLE 26 - TEMPORARY POSITIONS

26.01 Where a temporary position exists due to the absence of a permanent employee or for a special purpose for a period greater than twenty (20) days, the Employer shall post a temporary position pursuant to this Article for a period of seven (7) calendar days.

26.02 In filling the temporary position the applications shall be processed in the following order:

(a) Applications from all permanent employees at the worksite and employees on a recall list shall be fully processed. The Employer will select the applicant with the most seniority possessing a satisfactory performance review, the qualifications, ability and suitability to perform the work of the posted position;

(b) If the position is not filled by the process outlined in subsection (a) the Employer may fill the position from outside the bargaining unit.

26.03 (a) Any position occupied by a temporary employee due to the absence of a permanent employee shall be assumed by the permanent employee on return to duty.

(b) If the position for which the temporary employee was hired becomes vacant or if a new position is created out of the special purpose it shall be posted in accordance with Article 27.

(c) A temporary position shall not be for a period in excess of twelve (12) months except in circumstances approved by the Union, unless the absence is created by the absence of an employee with a statutory or contractual entitlement to return to the same or an equivalent position.

26.04 An employee is expected to complete the full length of a temporary position unless applying for a permanent position.

26.05 When an employee fills a temporary position outside their classification, the employee shall receive the rate of pay for that classification from the date the temporary position is awarded to the employee pursuant to this Article.

26.06 When an employee fills a temporary position in the same classification, pursuant to this Article, the employee shall receive their regular rate of pay.

ARTICLE 27 – JOB OPPORTUNITIES AND PROMOTIONS

27.01 When a permanent vacancy occurs or a new position is created by the Employer, the Employer shall post the position within fourteen (14) calendar days. Notice of the position posting shall remain on all bulletin boards for a period of not less than five (5) days prior to the closing date for applications to be received by the Employer, to allow all existing employees the opportunity to apply. If a successful applicant is determined, the Employer shall award the posted position to the successful applicant within sixty (60) calendar days of the date of the posting. If no successful applicant is found from the applications of existing bargaining unit employees, the Employer may fill the position from outside the bargaining unit.

27.02 A job posting shall contain information on the nature of the position being filled, the closing date for applications, the qualifications required, a wage rate and the number of hours of work for the posted position and current details of shifts if shift work is involved. A copy of the posting shall be sent to the Union. The qualifications shall be those required by the Employer to do the work to be performed by the employee and shall not be established in an arbitrary or discriminatory manner. The posting shall state, "The Employer is an equal opportunity employer".

27.03 No positions will be filled until applications from bargaining unit employees are fully processed.

27.04 In filling the permanent vacancy or a new position the applications shall be processed in the following order:

(a) applications from all permanent employees at the worksite and employees on a recall list shall be fully processed. The Employer will select the applicant possessing a satisfactory performance review, the qualifications, ability and suitability to perform the work of the posted position;

(b) if the position is not filled by the process outlined in subsections (a) the Employer may fill the position from outside the bargaining unit.

27.05 In selecting bargaining unit applicants for all job opportunities and promotions, the selection shall be made on the basis of performance reviews, qualifications, ability and suitability required

to perform the work. Where bargaining unit applicants are found to be relatively equal, seniority shall be the determining factor.

27.06 Unsuccessful bargaining unit applicants shall be sent notice prior to the anticipated first full day of duty of the successful applicant. Any unsuccessful bargaining unit applicant who requests an explanation as to why he/she was unsuccessful shall be provided with the same.

27.07 The successful bargaining unit applicant shall be placed on trial in the new position for a period of sixty (60) days worked. This trial period may be extended or shortened by written agreement of the Employer and the Union. Conditional on satisfactory service, the employee shall be declared permanent in the position after the period of sixty (60) days worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, the employee shall be returned to their former position and salary range without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and salary rate, without loss of seniority.

ARTICLE 28 - LAYOFF AND RECALL

28.01 It is recognized that job security should increase in proportion to seniority. Therefore, in the event of layoff in a particular classification series, the employee in the affected classification series who has the least bargaining unit wide seniority will be given notice of intended layoff provided the retained employee(s) has a satisfactory performance review. Prior to the layoff of permanent employees, substitute employees shall be laid off first.

28.02 (a) If an employee is to be laid off, the Employer must give notice in writing at least ten (10) working days prior to the effective date of the layoff.

(b) An employee who has not had the opportunity to work their scheduled hours of work during the notice period, the employee shall be paid for the days for which work was not made available.

(c) The provisions of Article 28.02(b) do not apply to employees laid off in accordance with Articles 15.02 and/or 17.09.

28.03 When employees are laid off, they shall be placed on a recall list for a period of six (6) months and shall be recalled in the following order:

(i) In reverse order of layoff within the classification series;

(ii) If no employees are available for recall within the classification series, then provided the most recent performance appraisal was satisfactory and the employee has not since been disciplined, and provided the employee has the qualifications, ability and suitability, the employee will be recalled in reverse order of bargaining unit wide seniority;

28.04 An employee shall be recalled by registered letter and/or by personal contact from the Employer, and the employee shall have twenty-four (24) hours from receipt of the letter or personal contact to advise the Employer if the Employee will be returning to work. The employee recalled and the Employer shall then determine the effective date of recall. Employees are responsible for leaving their current address and telephone contact number with the Employer, which contact information shall be relied upon by the Employer in effecting recall.

28.05 An employee who is recalled shall be entitled to retain previous service time with the Employer for the purpose of calculating vacation entitlement after the date of recall and the employee shall be entitled to retain and use, in accordance with the provisions of the Collective Agreement, any unused sick leave credits accumulated at the time of layoff.

28.06 A layoff means a permanent or temporary reduction in the workforce due to position abolishment or reduction in hours of work of a permanent Employee.

28.07 A laid off employee may be placed on the substitute list for receipt of unscheduled substitute work for which the employee has the qualification, ability and suitability. Such placement will not affect their placement on a priority recall list for their classification series.

28.08 For the purposes of this Article, a classification series shall mean a grouping of position titles as listed below:

Group 1	Group 2	Group 3
Certified ECE - Degree	Certified ECE	Non-Certified
Certified ECE - Diploma		

28.09 An employee who occupies a supervisory position in either the Group 1 or Group 2 classification series may, in the event of lay-off, be retained over non-supervisory employees even though the supervisory employee may have less seniority that other employees within the Group 1 or Group 2 classification series.

ARTICLE 29 - JOINT CONSULTATION

29.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter discussions on matters of common interest which may affect terms and conditions of employment for employees covered by this agreement. The parties shall attempt to achieve a consensus or mutual agreement on solutions to problems.

29.02 The parties to any joint consultations shall consist of Employer representatives and Union representatives.

ARTICLE 30 - CORRESPONDENCE

30.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Union shall be given as follows:

TO THE EMPLOYER:
Morell and Area Early Learning Centre
P O Box 225
Morell PE C0A 1S0

TO THE UNION:
President
P.E.I. Union of Public Sector Employees
4 Enman Crescent
Charlottetown, P.E.I. C1E 1E6

ARTICLE 31 - CONTINUANCE OF OPERATIONS

31.01 There shall be no strike by employees during the life of this Agreement.

31.02 There shall be no lockout of employees during the life of this Agreement.

ARTICLE 32 - AGREEMENT RE-OPENER

32.01 The contents of this Agreement may be altered at any time with the mutual consent of the parties.

32.02 Should either party wish to alter the Agreement, such request must be made in writing to the other party. The request shall contain the proposed amendment and a proposed date and place of meeting.

32.03 Within fifteen (15) days of receiving the request outlined in Article 32.02, a written response must be made by the second party, indicating whether or not a meeting shall occur.

32.04 Should the PEI government enact a new funding formula establishing new ECE employee wage guidelines, then the parties agree to re-open the agreement to discuss renewed wages within fifteen (15) days.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall be in effect for the period **September 1, 2019 to August 31, 2021** and shall be automatically renewed from year to year thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party at least sixty (60) calendar days prior to the expiration of the Agreement that it desires to amend its provisions.

33.02 Where notice pursuant to Article 33.01 is given, the provisions of this Agreement shall continue in force until a new Agreement is signed.

ARTICLE 34 – SUBSTITUTE EMPLOYEE BENEFITS

34.01 Only the provisions listed below shall apply to substitute employees:

Article 1	Purpose – all
Article 2	Application of Agreement – all
Article 3	Definitions – all
Article 4	Recognition – all
Article 5	Savings Clause – all
Article 6	Management Rights – all
Article 7	Employee Rights – all
Article 8	Union Security - all
Article 9	Information – all
Article 10	Bulletin Boards
Article 12	Hours of Work – all
Article 13	Overtime – 13.01, 13.02, and 13.03

Article 14	Safety and Health – 14.01, 14.03, and 14.05 only
Article 22	Discipline Procedures – all
Article 23	Discipline – all
Article 24	Grievance and Arbitration Procedure – all except 24.01 is amended as follows: The termination of employment of a substitute employee shall be subject to the total discretion of the Employer and such termination shall not constitute discipline under Article 23 of this Agreement.
Article 31	Continuance of Operations - all
Article 33	Term of Agreement – all
Schedule "A"	Rates of Pay – Substitute Employees All substitute employees when hired will be assigned to either the ECE Certified or ECE Diploma or Early Childhood Assistant I or II level 1 rate based on their certifications. This hourly rate of pay is deemed to include compensation for Sick Leave, Vacation Leave and Holidays. Where the Employer uses a student as a substitute employee such employees shall be excluded from the bargaining unit, and shall be assigned a student rate of pay in accordance with Employer policy.

Dated at Charlottetown, in Queens County, Province of Prince Edward Island,

this 24 day of September, A.D. **2019**.

MORELL AND AREA
EARLY LEARNING CENTRE

PER: _____

PER: _____

PER: _____
Witness

PRINCE EDWARD ISLAND
UNION OF PUBLIC SECTOR EMPLOYEES

PER: _____
Karen Jackson, President

PER: _____
Witness

PER: _____
Kevin Gotell, Secretary/Treasurer

PER: _____
Witness

SCHEDULE "A"

RATES OF PAY PER HOUR
Effective July 1, 2019

		Experience After Certification				
Position	**Education Completed**	**1 yr or less**	**2 yrs**	**3 yrs**	**4 yrs**	**5 yrs or more**
ECE 3	2 year diploma	**$18.61**	**$19.08**	**$19.55**	**$20.04**	**$20.56**
ECE 2	1 year certificate	**$16.05**	**$16.47**	**$16.91**	**$17.35**	**$17.78**
ECE 1	90 hours EC courses	**$14.48**	**$14.86**	**$15.24**	**$15.64**	**$16.05**
SNA	Degree/Diploma	**$14.48**				
Uncertified	N/A	**$13.25**				
Support Staff /Cook	N/A	**$12.25**				

SCHEDULE "B"

LETTER OF UNDERSTANDING

The Union hereby consents to persons hired through a Federal or Provincial Government program (i.e. HRDC) engaging in work with the Employer provided such placements do not affect in any way rights, benefits, privileges, terms of employment for any employees represented by the Union in any matter regarding terms and conditions of employment covered by the Collective Agreement.