

# **COLLECTIVE AGREEMENT**

between

**KIDS AND COMPANY LTD.**  
(Hereinafter called the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**And its LOCAL 4823 (Ajax Site)**  
(Hereinafter called the "Union")

February 1, 2012 – January 31, 2016



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## **ARTICLE 1 - PURPOSE**

- 1.01 IT IS THE PURPOSE OF BOTH PARTIES TO THIS AGREEMENT. TO ESTABLISH MUTUALLY AGREEABLE WORKING CONDITIONS AND TERMS OF EMPLOYMENT IN RECOGNITION OF AND SUBJECT TO THE FOLLOWING SPECIFIC OBJECTIVES:
- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
  - b) To recognize the mutual, value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, and other items mutually agreed upon.
  - c) To promote the morale, well being and security of all employees in the bargaining unit of the Union.
  - d) To maintain a high standard of care for children and promote their intellectual, physical and emotional development.
  - e) To encourage and promote co-operation and mutual support between child care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for child care generally and promoting increased government funding for child care.
  - f) To encourage and promote the development of accessible, affordable, quality child care as a universal right for all parents and children.
- 1.02 It is mutually desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## ARTICLE 2 - MANAGEMENT RIGHTS

### 2.01 Management Rights

The Union recognizes and acknowledges that the management of Employer's operations and direction of the employees are fixed exclusively in the Employer and, without restricting the generality of the foregoing; the Local acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order and efficiency;
- b) Hire, promote, demote, classify, transfer, suspend, and retire employees, and to discipline or discharge any employee who has acquired seniority, provided that a claim by any such employee that he/she has been discharged, demoted, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the Executive Committee of the Union and an opportunity given to them to make representation;
- d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof;
- e) Determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the expressed provisions of this Agreement and any express obligations and requirements to re-instate, re-employ and/or accompany any employee pursuant to the *Human Rights Code* and any other employment related statutes.

### 2.02 Rules and Regulations

The Union recognizes the right of management to establish rules and regulations required to ensure that an efficient, quality service is provided. The Employer shall exercise its rights in a fair and reasonable manner. Management rights will not be used to direct the working force in a manner that is inconsistent with this Article.

## ARTICLE 3 - RECOGNITION AND NEGOTIATION

### 3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of Kids and Company in the City of Toronto save and except supervisors, persons above the rank of supervisor, office and clerical staff and students.

### 3.02 Full-Time, Part-Time and Temporary Employees

This Collective Agreement is fully applicable to all permanent full-time, part-time and temporary employees, unless otherwise specified.

### 3.03 Definition of Employees

- a) A full time employee is a person employed by Kids and Company who regularly works forty (40) hours per week but no less than thirty-five (35) hours per week.
- b) A part-time employee is a person employed by the childcare Employer who regularly works less than thirty-five (35) hours per week.
- c) A temporary employee is one who is employed for a specified time period, for example, to replace an employee who is ill, on leave of absence, or on maternity leave. The period of time shall not exceed six (6) months, except where a temporary employee covering a maternity leave, in which case, the time period shall not exceed fifty-two (52) weeks;

### 3.04 No Other Agreements

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

### 3.05 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases of emergency, training or other circumstances mutually agreed upon by the parties.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 Discrimination**

The Employer and the Union agree, that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, training, upgrading, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, sexual orientation, sex, marital status, family status, place of origin, nor by reason of his/her membership or activity in the Union.

### **4.02 Respectful Workplace**

The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace and that the environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour. The Employer, the Union and the employees, hereby agree to recognize and adhere to the Employer's "Respectful Workplace/No Harassment Policy" policy, a copy of which will be provided to the Union and made available to each employee.

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

### **5.01 Employees to be Members**

As a condition of employment, all Employees of the Employer who are now members of the Union shall remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new Employees who are members of the bargaining unit as defined in Article 3 shall become and remain members in good standing of the Union within thirty (30) days of employment.

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

### **6.01 Check-Off Payment**

The Employer shall deduct from every Employee any dues levied by the, Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked-off as defined above.

### **6.02 Deductions**

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the twentieth (20th) day of each month following the month in which such deductions were made. A list of the names, addresses and classifications of Employees from whose wages the deductions have been made will be forwarded to the National Secretary-Treasurer and the Local Secretary-Treasurer.

### **6:03 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.

### **6.04 The Union shall indemnify and save harmless the Employer, its agents, and/or employees acting on behalf of the Employer from any and all claims, demands, actions, or causes of action arising out of or in any way connected with the collection, or attempted collection, custody of and/or accounting of such dues.**

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

### **7.01 Potential Employees**

At the time that an offer of employment is extended to a potential employee, 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.

## **ARTICLE 8 - CORRESPONDENCE**

### **8.01 Correspondence**

All correspondence between the parties, arising out of this Agreement, shall pass to and from the Employer and the Secretary of the Union.

### **8.02** A copy of any correspondence between the employer or his/her designate, and any employee in the bargaining unit, pertaining to hiring, transfer, layoff, recall or discipline shall be forwarded to the secretary of the union or her/his designate.

## **ARTICLE 9 - LABOUR MANAGEMENT RELATIONS**

### **9.01 Representation**

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson.

### **9.02 Notification of Representatives**

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer will supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **9.03 Union Bargaining Committee**

- a) The Union will advise the Employer of the Union members of the Bargaining Committee.
- b) The function and purpose of the Union Bargaining Committee is to negotiate the terms and conditions of the first Collective Agreement and thereafter all successive Collective Agreements.
- c) Within ten (10) days of receipt of a written request by the Union, the Employer shall make available to the Union Bargaining Committee relevant information requested by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates and welfare plans.

9.04 Union Executive Committee

- a) The Union Executive Committee of Local 4823 which is limited to representing employees of the employer shall be comprised of the President, or her/his, designate, the Vice President, the Secretary Treasurer and the Grievance Committee Chair or her/his designate.
- b) The purpose and function Of the Union Executive Committee shall be to address matters pertaining to performance of work, operational -problems, rates- of pay, hours of work, collective bargaining, and other working conditions, may be referred by the Union Bargaining Team to the employer for discussion and settlement.
- c) In the event either party wishes to call a meeting with the Executive Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than ten (10) calendar days after the request has been given.

9.05 Grievance Committee

- a) The Union shall have the right to appoint or otherwise select a Grievance Committee comprised of a Grievance Committee Chair and her/his designate and one Steward from each site to assist employees in the filing and processing of grievances.

The Union shall notify the Employer in writing of the names of the Grievance Committee Chair and her/his designate, and the Steward from each site. Similarly, the Employer agrees to recognize the said Chair and Stewards provided the Employer receives said notification of their appointment or selection.

- b) The purpose of the Grievance Committee and its members is to investigate and assist in the filing and/or settlement of grievances.

9.06 Time Off for Meetings

Any representative of the Union Executive Committee and/or the Union Grievance Committee, who is in the employ of the Employer, shall have the right to attend meetings of their respective Committees with the Employer at mutually agreeable times. Where the parties agree that such meetings are to be held within working hours, the Committee members shall be entitled to attend without loss of remuneration.

- 9.07 Representative of the Union at Collective Bargaining and. General Meetings  
The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or any other such advisors when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the President, or their designate, the Chief Stewart and Union Stewards. The designated Steward shall assist any Employee, which the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.

### **10.02 Site Stewards**

There shall be one (1) designated Steward and one (1) alternate designated Steward for each site affected by this Collective Agreement. The name of the Steward and the alternative steward for each unit shall be posted on' the staff bulletin board and at the union office. The Union shall provide these names to the Employer upon request. If there is no Steward at the Employer's site, alternative representation will be provided by the Union at no cost to the Employer, it being understood and agreed that the Union will pay for all costs incurred in providing the required representation.

### **10.03 Permission to Leave Work**

The Employer agrees to provide Stewards reasonable time off to perform their duties in order to investigate complaints and assist employees in the drafting of grievances and attending grievance meetings as provided in this Article if these duties and functions do not adversely affect the classroom ratio. The Employer will attempt to redeploy staff already on duty to accommodate the needs of the Steward. .The Union recognizes that each Steward is employed by the Employer and that she will not leave her work without prior authorization from her/his supervisor. Similarly, the griever shall not leave her work without prior authorization from her/his supervisor.

At each step of the grievance procedure, the griever shall have the right to be present. The Steward will work with the local union office in seeking to settle the dispute with the designated Officer of the Employer.

10.04 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.

10.05 Settling of Grievances

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

Step 1

The aggrieved Employee(s) ("Grievor(s)") will, with the assistance of his/her Steward, submit the dispute to the Grievor's Site Supervisor or Area Director as the case may be, within ten (10) working days that the employee knew or ought to have known of the issue that gave rise to the dispute. If the Grievor's Steward is absent, she may submit her dispute to the alternate Steward. At the time the grievance is presented to the Grievor's Site Supervisor or Area Director, the Steward and the Grievor will meet with the Grievor's Site Supervisor or Area Director, in an attempt to resolve the grievance. Following the meeting at Step 1, the Site Supervisor or Area Director shall submit a written response to the Union within five (5) working days of said meeting.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Steward will submit a written statement of the particulars of the grievance and the redress sought to the Vice President of Operations or his/her designate within five (5) working days that the Employer's reply was submitted to the Union. The Vice President of Operations or his/her designate shall schedule a meeting with the Steward within five (5) working days of receipt of the grievance at Step 2 and shall render her decision within ten (10) working days after receipt of the grievance at Step 2.

Arbitration

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration as particularized in **Article 11**.

10.06 Policy and Group Grievances

A Policy Grievance is a dispute involving a question of general application or interpretation occurs.

A Group Grievance is a dispute of two **(2)** or more employees with respect to an identical issue.

The Union shall be entitled to file Policy Grievance, or a Group Grievance at Step 2 and Step 1 of this **Article** may be by-passed.

10.07 Health and Safety Grievances

An Employee or a group of Employees, who have reasonable ground to believe that there has been a violation of health and safety legislation shall have the right to file a grievance at Step 2 of the grievance procedure.

10.08 Facilities for Grievances

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

10.09 Mutually Agreed Changes

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

10.10 Steward and Grievance Committee Representation

For purpose of Article 10 and Article 12 and the processing of individual employee grievances and complaints, it is understood and agreed that where an employee is entitled to the representation of a Steward, the employee shall be represented by the designated Steward from the employee's site.

It is further understood and agreed that when an individual employee's grievance is being processed and the employee is entitled to the representation of the Grievance Committee, the Grievance Committee shall be limited to the Grievance Committee Chair and the employee's designated site Steward.

## ARTICLE 11 - ARBITRATION

### 11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Said request shall be filed within thirty (30) working days of the receipt of the written response at Step 2. Within ten (10) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall then meet to select an impartial chairperson.

### 11.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### 11.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations including preliminary objections and questions or arbitrability. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed or such other time as mutually-agreed by the parties.

### 11.04 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, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions, however, the Board shall have the power, to modify penalties as provided by *Section 48(17) of the Ontario Labour Relations Act*. The Board of Arbitration may, on mutual consent of the parties, mediate, settle, or otherwise dispose of a grievance by any arrangement which it deems just and equitable.

11.05 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the nominee it appoints; and
- b) One-half (1/2) of the fees and expenses of the Chairperson.

11.06 Mandatory Time Limits and Agreements to Amend Time Limits

It is understood and agreed that all time limits are mandatory and shall not be extended or amended except as provided by *Section 48(16)* of the *Ontario Labour Relations Act*.

It is further understood and agreed that time limits may be extended by mutual consent of the parties.

11.07 Grievance Mediation

In an attempt to save money to both parties, and to maintain harmonious relations either party may request and both parties may agree to utilize a mutually agreeable mediator to mediate and/or resolve all disputes proceeding to arbitration provided such request is made before a hearing date has been established.

## **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 Discipline For Cause**

Pursuant to Article 2.01 b) the Employer hereby acknowledges that disciplinary action, including disciplinary suspensions and discharges, shall be subject to the standard of just cause.

### **12:02 Discipline Procedure**

The Employee shall be notified in writing of any disciplinary action and/or disciplinary penalty. Where the Employer calls a meeting for purposes of notifying' an Employee that the Employee is being formally disciplined, the Employer agrees to present the written disciplinary action in the presence of the Employee Steward. In either case, the Employer agrees to forthwith provide the Union with a copy of the written disciplinary action that was given to the Employee. In the event the Union has not designated a Steward, the employee will be entitled to bring a co-worker of his/her choice, at a mutually agreeable time, but the Employer agrees that no discussion on discipline shall take place, other than to present the discipline, unless a Steward is present.

### **12.03 Disciplinary Grievance at Step 2**

If the Employee chooses to challenge the Employer's decision to take disciplinary action, the Employee may do so by filing a grievance at Step 2 of the Grievance Procedure:

### **12.04 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall be in accordance with the determination of the Board of Arbitration.

### **12.05 Crossing of Picket Lines During Strike**

An Employee covered by this Agreement shall have the right to refuse to cross a lawful picket line regarding a lawful labour dispute between the Employer and the Union. Failure to cross such a picket line by a member of this bargaining unit shall not be considered a violation of this Agreement, nor shall it, be grounds for disciplinary action. This clause shall not preclude the Employer from taking disciplinary action for an employee's unlawful, conduct at a lawful picket line.

### **12.06 Employee Disciplinary Record**

The disciplinary record of an Employee shall not be used against her at any time provided the Employer has not taken any further disciplinary action within the eighteen (18) month period following the date that the last disciplinary action was taken against the Employee.

12.07 Right to Have Steward Present

The Employer shall make the necessary arrangements to have a steward present at any meeting where the employer is formally taking disciplinary action against an employee. This right shall not apply with respect to the investigation of any incident that may result in disciplinary action being taken.

12.08 Access to Personnel File

An Employee shall have the right at any time to have access to and review her personnel file to a maximum of five (5) days per each calendar year provided the employee gives twenty-four (24) hours written notice on each occasion. The employee shall review the file on his/her own personal time.

## **ARTICLE 13 - SENIORITY**

13.01 Seniority Defined

Seniority is defined as the length of continuous service of the Employee in the bargaining unit from the last date of hire with the Employer and shall be used as set out in other provisions of this Agreement.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within each work location in January and June of each calendar year.

13.03 Probation for Newly Hired Employees

A newly hired Employee shall be on probation for a period of six (6) months from the date of hiring. After three (3) months, the Employer shall review the work performance of the Employee and submit the evaluation to the Employee. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement save and except the "just cause" standard with respect to the discharge of the probationary Employee's employment and the rights with respect to "layoff" and "recall". After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 Loss of Seniority

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

An Employee shall lose her seniority only in the event:

- a) She is discharged for just cause and is not reinstated;
- b) She resigns and does not withdraw said, resignation by twelve (12:00) midnight of the day the resignation was tendered;
- c) She fails to return to work within three (3) working days following a lay-off and after receiving verbal notice of recall; unless the Employee is unable to return to work within the said three (3) day due to verified illness, bereavement leave, maternity leave or jury duty;
- d) She has been laid off for a continuous period of twelve (12) calendar months or longer.

## **ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

### **14.01 Job Postings**

When the Employer determines that a vacancy exists or a new position is created inside the bargaining unit, the Employer shall immediately post notice of the position on a bulletin board in each work location for a five (5) working days so that all members will know about the vacancy or new position. However, vacancies arising from normal retirement shall be posted thirty (30) days prior to the employee's retirement date provided the Employer has received notification of the employee's intended retirement date. The Employer shall make every effort to ensure that vacancies are filled as quickly as possible.

### **14.02 Information in Postings**

Such notice shall contain the following information:  
Nature of position, qualifications, required knowledge and education skills, location, program, hours of work and salary rate or range. All job postings shall state "This position is open to male and female applicants."

### **14.03 Outside Applicants Advertising**

No outside applicant shall be considered for any vacancy until the internal applications have been fully processed.

### **14.04 Seniority and Qualifications**

All appointments, promotions and transfers shall be made on the basis of seniority provided the employee has the required skill, ability and qualifications for the position, save and accept for the position of the Assistant Director.

For positions of Assistant Director, vacancies and promotions will be filled based on the following factors:

- a) skill, competence and efficiency;
- b) seniority

When, in the judgment of the Employer, the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgment shall be made in a fair, impartial, and consistent manner.

14.05 Time for Processing Applications

Consideration and selection of the successful applicant(s), if any, shall be made within three (3) working days after the closure of the posting and the name of the successful applicant will be posted forthwith on a bulletin board at each work location and the successful applicant shall be provided with a copy of the notice.

14.06 Trial Period

The successful internal applicant(s), if any, shall be placed on trial for a period of one (1) month. After two (2) weeks, the Employer shall review the work performance with the employee and provide the employee with a written evaluation. Conditional on satisfactory performance, the employee shall be declared permanent after the one (1) month period in the event the promoted employee is unable to reach a satisfactory level of performance in the position during the trial period, or if the employee chooses to return to his/her former position, the employee shall be returned to the former position and wage and salary rate, if available, without loss of seniority. Any other employee temporarily promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former positions without loss of seniority.

14.07 Notification to Employee and Union

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

14.08 Seniority Outside the Bargaining Unit

When an employee takes a position outside the bargaining unit, it is understood and agreed that in the event the employee returns to a position within the bargaining unit within one (1) year of the date that the employee took the position outside of the bargaining unit, the employee will retain the seniority credits that she/he accumulated as of the date that the employee left the bargaining unit. It is further understood and agreed that said employee shall not accumulate seniority during this period of time outside the bargaining unit.

14.09 After acceptance of the posting, the employee will not be able to apply for another posting for a period of six (6) months, except in the case of a promotional opportunity, unless the Employer and the Union agree otherwise.

## ARTICLE 15 - LAY-OFFS AND RECALLS

### 15.01 Definition of Lay-Off

A lay-off is defined as a reduction in the work force of ten (10) consecutive working days or more as a result of a lack of work:

### 15.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. In the event of a lay-off, an employee may exercise the following options:

- a) In the event that an employee has received a notice of lay-off the following procedure will apply in the following sequence:
  - i) If at the time the employee receives a notice of layoff there is a vacancy in the same classification, with equivalent status within the site at the time the employee received said notice of lay-off, the said employee may elect to accept that position provided that the said employee has the knowledge, ability and qualifications to do the job without requiring additional training, other than a general orientation, or accept the layoff.
  - ii) If at the time the employee receives a notice of layoff, there are no vacant position(s) in the classification, with equivalent status within the site at the time the employee received said notice of lay-off, the said employee may elect to displace another employee at the same site with lesser seniority who is in a position within the same classification, with equivalent status, provided the employee who received said notice of lay-off and who elects to so exercise displacement rights has the knowledge, ability and qualifications to meet the normal requirements of the job with no additional training required, other than a general orientation or accept the layoff.
  - iii) If at the time the employee receives a notice of layoff there is a vacancy in the same classification, with equivalent status within the bargaining unit at the time the employee received said notice of lay-off, the said employee may elect to accept that vacant position provided that the said employee has the knowledge, ability and qualifications to do the job without requiring additional training, other than a general orientation, accept the layoff.

- iv) If at the time the employee receives a notice of layoff, and the said employee does not have the ability to fill a *position within the bargaining unit as outlined in (a)(i)* above, and the employee does not have the ability to displace an employee in the same site as outlined in (a)(ii), and the employee does not have the ability to fill a vacant position within the bargaining unit as outlined in (a)(iii) above the said employee may elect to displace another employee with lesser seniority who is in a position within the same classification, with equivalent or lower status within the bargaining unit provided the said employee has the knowledge, ability and qualifications to meet the normal requirements of the job with no additional training required, other than a general orientation, or accept lay-off.
- b) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his/her intention to do so and the position claimed within three (3) working days after receiving the notice of lay-off.
- c) In the event that an employee chooses to exercise displacement rights as outlined in clauses (a) (ii) or (a) (iii) above where there is more than one (1) incumbent the location where the employee elects to exercise displacement rights, the said employee shall displace the least senior employee at that location in that job \_classification, with the applicable status provided the said employee has the knowledge, ability and qualifications to meet the normal requirements of the job with no additional training required, other than a general orientation.
- d) An employee displaced by operation of clause (a) (ii) or (a) (iii) above shall be deemed to have been laid off and shall be deemed to have notice of lay-off once notice has been given to the employee in clause (a) above.
- e) It is understood that employees cannot exercise displacement rights so as to improve their job status (e.g. move from part-time to full-time or by moving to a higher-paying position) through the displacement-procedures initiated by a lay-off.
- f) It is understood that employees retain their seniority when they move within the bargaining unit.

15.03 Recall Procedures

- a) Employees shall be recalled in the order of their seniority provided that employees have the qualifications for the job to which they are called.
- b) When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered letter and shall be given the opportunity to exercise their seniority rights in making application for the vacancy.
- c) An employee who refuses a recall to a position equivalent to the position that the employee held prior to layoff will be removed from the recall list unless the recall is for thirteen weeks (13) or less.
- d) Employees who have been laid off will be placed on a recall list for twelve (12) months from the date of lay-off.

15.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with the provisions of Clause 15.03.

15.05 Advance Notice of Lay-Off

The employer shall give the union and employees who will be laid off as much advance notice as possible and in no case less than ten (10) working days prior to the effective day of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not available. During the period of notice, employees may be allowed up to twelve (12) hours off with pay to engage in a job search and to attend to personal matters. Such time off is to be taken at a time agreed upon by the employee and the supervisor. An employee's request shall not be unreasonably denied.

15.06 Lay-off of Temporary and Probationary Employees

Temporary and probationary employees shall be laid off without right of recall before employees who have acquired seniority.

15.07 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## ARTICLE 16 - HOURS OF WORK

The following articles and provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours or work per day or per week, or of days of work per week.

### 16.01 Regular Daily Hours

The regular daily hours of work shall be eight (8) hours per day exclusive of a one half (1/2) hour unpaid lunch period.

### 16.02 Regular or Average Weekly Hours

The regular workweek for full time employees shall consist of forty (40) hours per week. The workweek will be from Monday to Friday.

### 16.03 Flexible Working Hours/Week

During the life of this Agreement, flexible working hours may be introduced provided that:

- a) they are mutually agreed upon between the Union and the Employer, and
- b) the number of hours worked in the course of a week do not exceed the limits stipulated in Clause 16.02 above.

### 16.04 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, save for temporary employees, and full-time supply.

### 16.05 Paid Rest Periods

All full-time employees shall be given one (1) paid rest period of fifteen (15) minutes in the first or second half of their daily shift. All part-time employees shall be given paid rest period(s) on a pro-rated basis according to the number of hours worked per day, and based on fifteen (15) minute rest periods.

### 16.06 Accommodation of Apprenticeship Programs

The Employer will make every reasonable effort to grant changes to an employee's schedule to enable attendance at a recognized course or seminar related to the Employer's apprenticeship program. Employees in the apprenticeship program shall suffer no, loss of pay or benefits as a result of schedule change, provided the scheduled amounts of hours are worked.

16.07 Program Preparation Time

One ECE position per classroom will be allowed one (1) hour of program preparation time weekly, during his/her regular hours of work provided programming responsibilities have been assigned by the Centre Supervisor.

## **ARTICLE 17 – OVERTIME**

17.01 Overtime Defined

All hours worked in excess of forty-four (44) per week, shall be considered overtime. For purposes of this article, overtime shall include actual time worked and after hours staff meetings required by the Employer.

17.02 Overtime Rate

Overtime work shall be paid for at the rate of time and one-half (1 1/2) for all hours worked over forty-four (44) hours worked per week.

17.03 Minimum Overtime

The Employer shall keep overtime to a minimum. No Employee shall be required to work overtime against her wishes when other Employees are available to perform the required work.

17.04 Time-Off in Lieu of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate rate [i.e. time and one-half (1 1/2)], at a time mutually agreed upon with the Employer.

17.05 Authorization of Overtime

Prior authorization from the Employer, unless such authorization is impossible, is required before the employee undertakes any overtime work.

## ARTICLE 18 – HOLIDAYS

### 18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

and any other day declared or proclaimed as statutory holiday by the Provincial government.

The observance of religious holidays will be permitted without pay and provision made for time necessary to attend religious services.

When a statutory holiday occurs during the period an employee is on leave of absence without pay, there is no entitlement to pay for the statutory holiday.

### 18.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, one other day mutually, agreed upon by the Union and the Employer shall be deemed to be the holiday for the purpose of this Agreement.

### 18.03 Pay for Regularly Scheduled Work on a Holiday

Any full-time employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. The one (1) day's pay shall be calculated as the average of hours worked in the preceding two (2) -pay periods before the paid holiday. An employee who is scheduled to work shall be paid at the regular rate and shall receive another day off with pay at a time mutually agreed upon by the employee and the Employer.

Part-time employees shall receive holiday pay pro-rated in accordance with their regular working schedule based on average of hours worked in the preceding two (2) pay periods.

## ARTICLE 19 - VACATIONS

### 19.01 Length of Vacation

An employee shall accrue annual vacation leave credits on the following basis:

- i) Less than one (1) year of service - up to a maximum of ten (10) days pro-rated based on service
- ii) One (1) full year to three (3) full years service - a maximum of ten (10) days per full vacation year
- iii) Three (3) years or more of service - a maximum of fifteen (15) days per full vacation year
- iv) Effective February 1<sup>st</sup>, 2014 - Four (4) weeks or more of service - a maximum of twenty (20) days per full vacation year
- v) An employee shall earn but is not entitled to receive vacation leave with pay during the first three (3) months of employment with the centre.
- vi) Part-time employees shall receive four percent (4%) of earnings plus two (2) weeks of unpaid vacation.

The vacation year will be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.

### 19.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employer and employee.

### 19.03 Vacation Pay on Termination and Retirement

An employee terminating employment or retiring at any time in the vacation year, prior to using his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.

### 19.04 Seniority in Vacation Preference

Vacations will be granted first on the basis of seniority for Employees making application prior to April 30<sup>th</sup> of each calendar year. Vacation requests submitted on or after May 1<sup>st</sup> will be granted in order of their date of submission.

19.05 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

19.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, the employee shall notify the Employer when this happens unless such notification is not possible and there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at a time mutually agreed to by the Employer. For the purposes of using any sick leave for this clause, the employee shall be required to produce a doctor's certificate.

19.07 Carry over of Earned Vacation Leave

An employee may apply to carry over earned vacation leave to the following year. Granting and scheduling of such vacation carry-over is at the discretion of the Employer, and must be approved by the Employer prior to the 30<sup>th</sup> of November of the year in which the vacation credits are earned. In an emergency situation, the Employer may waive this time requirement.

## **ARTICLE 20 SICK LEAVE PROVISIONS**

### **20.01 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 because of an accident for which compensation is not recoverable under any compensation or insurance plan or policy or from a legally responsible third party.

### **20.02 Amount of Paid Sick Leave**

Sick leave shall be for full-time employees earned at the rate of one half (1/2) day for every month an employee is employed. All employees will be allowed to use up to three (3) sick days per year from their unused portion of their sick leave when a member of the employee's immediate family is sick. The Employer reserves the right to require reasonable evidence of the same.

### **20.03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for his/her future benefits up to a maximum of sixty (60) days.

### **20.04 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all scheduled work days that an employee was absent due to illness.

### **20.05 Medical Certificates**

An employee may be required to produce a certificate from a medical practitioner for any illness or accident requiring an absence for two (2) consecutive working days, certifying that she/he was unable to carry out his/her duties due to illness.

Similarly, where an employee is absent for one full shift or more due to illness or accident and said absence is contiguous to a period of time off including weekends, the employee may be required to produce a medical certificate from a medical practitioner.

In the event the illness exceeds one (1) week or the estimated length of illness specified on the certificate, a further medical certificate may be required.

20.06 Sick Leave During Lay-Off

When an employee is laid off on account of lack of work, she/he shall not be entitled to use or accumulate sick leave credits during the period of such lay-off but shall retain his/her cumulative credits, if any, existing at the commencement of such lay-off.

20.07 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 his/her credit.

## **ARTICLE 21 - LEAVE OF ABSENCE**

21.01 Personal Leave Of Absence

Upon application in writing to the Centre Administrator, the Employer may in its discretion grant leaves of absence to employees without pay and without loss of seniority for personal reasons. Such requests for leave of absence shall not be unreasonably withheld. Requests for a leave of absence for vacation purposes would require employees to use up their vacation credits first.

A "Personal Leave of Absence" may include, but are not limited to, compassionate leave, extended sick leave or, an educational leave directly related to children's services.

Where two (2) or more employees submit applications for leaves that are to be taken at the same time granting of said applications will be considered in order of seniority.

Applications for leave of absence for educational purposes must be submitted at least four (4) weeks in advance. Such notice may be waived in cases of emergency. Said applications must include the date the leave is to commence, as well as the date the leave is to conclude.

Leave of absence for educational reasons will be limited to not more than one (1) employee per location, per calendar year in duration. Employees on an approved leave of absence for educational reasons will provide proof of acceptance at the educational facility/program, as well as proof of attendance/completion.

Except for maternity/parental leaves, all other leaves of absence shall be without benefits. The accumulation of vacation credits in any one (1) vacation year will be pro-rated if any leave(s) of absence exceed(s) one (1) month. The foregoing shall not apply to all statutory leaves of absence which expressly provide for accumulation of vacation credits.

#### 21.02 Union Leave

The Employer shall, subject to the needs of the business, when presented with a request in writing from the Union, at least two (2) weeks in advance of when the leave of absence is to commence, grant a leave of absence without pay or benefits to an employee for the purpose of Union business such as conventions, delegations and seminars. The request shall state the purpose of the leave of absence and the length thereof.

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits and without loss or accumulation of seniority on request for the period of her term of office.

#### 21.03 Leave of Absence for Public Office:

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay or benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits and without loss of seniority during her term of office.

#### 21.04 Bereavement Leave

- a) An employee shall be entitled to a leave of absence with pay for up to three (3) days due to death of a member of the employee's immediate family. "Immediate Family" shall include only the employee's spouse (including common-law spouse), parent(s), sibling(s), child(ren); grandchild(ren) or grandparent(s),
- b) An employee shall be entitled to a leave of absence of two (2) days with pay due to the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter in-law, and grandparents-in-law.

## 21.05 Pregnancy Leave

In accordance with the *Employment Standards Act*, an employee shall be entitled to a pregnancy leave of absence in accordance with the following terms and conditions:

- a) An employee who has worked for the Employer for at least thirteen (13) weeks before her baby is due, or is expected to be born, is entitled to take up to seventeen (17) weeks of unpaid time off work without loss of seniority. The employee shall give at least two (2) weeks written notice of when her Pregnancy Leave will begin.
- b) The employee returning to work after parental leave shall provide the Employer with at least two (2) weeks notice. Consistent with the *Employment Standards Act*, an employee who takes pregnancy leave is also entitled to thirty-five (35) weeks parental leave. All other parents are entitled to take up to thirty-seven (37) weeks of unpaid parental leave.
- c) The Employer will contribute its share towards the premium cost of the employees benefit plan.
- d) Upon return from Pregnancy Leave, the employee will be placed in her former position, if it still exists. If not, then a comparable position within the Employer will be found, if available. If a comparable position is not found within the Employer, then the employee may exercise his/her displace rights pursuant to Article 15.

#### 21.06 Parental Leave

In accordance with the *Employment Standards Act*, an employee shall be entitled to a pregnancy leave of absence in accordance with the following terms and conditions:

- a) An employee who has worked for the Employer for at least thirteen (13) weeks before the date a Parental Leave is expected to start, is entitled to a parental leave of:
  - Up to thirty-five (35) weeks if she took a pregnancy leave
  - Up to thirty-seven (37) weeks if she did not take a pregnancy leave
- b) Parental Leave will be without pay and without loss of seniority.
- c) Parental Leave may be taken by a parent who:
  - Is the natural parent of a child
  - Adopts a child
  - Becomes a step-parent
  - Is in a long-lasting relationship with the child's other parent and intends to treat the child as his or her own. This also applies to same-sex couples.
- d) Parental Leave must start within fifty-two (52) weeks after the baby was born or first came into their care.
- e) If the employee has taken a Pregnancy Leave, she will notify the Employer of the start and end dates of the Parental Leave at least two (2) weeks before the scheduled end of the Pregnancy Leave.
- f) The Employer will contribute its share towards the premium cost of the employees benefit plan.
- g) Upon return from Parental Leave, the employee will be placed in her former position, if it still exists. If not, then a comparable position within the Employer will be found, if available. If a comparable position is not found within the Employer, then the employee may exercise her bumping rights. (Article 24)

#### 21.07 Jury Duty or Court Witness Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or summonsed to witness in any court without pay or loss of seniority or benefits.

**21.08 Leave for Local President**

The President of the Local or her designate shall be entitled to six (6) hours per month of unpaid leave of absence to conduct union related business. This leave of absence shall be at a time to be mutually agreed upon in order to minimize disruption to the program.

The employer will pay the wages and maintain the benefits of the President while on leave and invoice the union for reimbursement of said wages and benefits.

**21.09 Replacement of Staff on Leave of Absence**

The Employer shall, at its discretion, attempt to replace with a substitute an employee whose absence from work may impede the functioning of the programming.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

**22.01 Pay Days**

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

**22.02 Rate of Pay on Promotion or Reclassification**

An employee temporarily assigned in excess of five (5) consecutive working days to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time she/he performs that job. In the case of promotion or reclassification, the employee shall immediately receive the higher rate of pay. .

An employee temporarily assigned, promoted or reclassified to a higher pay position carrying a salary range shall be placed in an experience grade in the new classification at the level which is the first rate of pay that is higher than the employee's previous rate.

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

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

22.04 Travel Allowance

When an employee uses his/her vehicle for work, the employee will be paid an allowance of forty-two (0.42¢) cents per kilometre for all travel other than to and from work, required by the Employer.

The employer will cover the costs of public transit or taxi whenever an employee is required to work and travel to another site from the employee's current site. The employer shall determine the mode of transportation.

## **ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION**

23.01 Job Description

The Employer agrees to draw up job descriptions for all position(s) for which the Union is bargaining agent. The job descriptions shall include qualifications, required knowledge, education and skills. Any new job descriptions established after this collective agreement comes into effect shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days. It is further understood and agreed that such job description(s) shall not form part of the collective agreement.

23.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior notification to the Union.

23.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties. It is further understood and agreed that such job description(s) shall not form part of the collective agreement.

## ARTICLE 24 - EMPLOYEE BENEFITS PLAN

24.01 The Employer agrees to make available the following benefits and to pay the premium costs only associated with such benefits as particularized hereafter. All claims for benefits shall be made directly with the carrier or carriers and shall be subject to the eligibility terms and all other terms of the master agreement of the carrier. The summary of benefits as particularized hereafter is not deemed to be any undertaking by the employer to provide said benefits.

a) Employer Contribution to Long Term Disability

The Employer agrees to pay one-hundred (100%) percent of the premium costs of the current long term disability plan or equivalent subject to the employee reimbursing the employer the full cost of the premium in accordance with the present practice.

b) Extended Health Care

The Employer agrees to pay one-hundred (100%) of the premium costs of the current extended Health Care plan or equivalent in accordance with the present practice.

c) Vision Care

The Employer agrees to pay one-hundred and fifty dollars (\$150.00) every 24 months for vision care.

d) Dental

The Employer agrees to pay one-hundred (100%) percent of the premium costs of the current extended Dental plan or equivalent in accordance with the present practice.

e) WSIB

All employees shall be covered by the WSIB.

24.02 Provision of Benefit Plan Booklet

The Employer agrees to provide each eligible employee a copy of the benefit plan booklet which summarizes benefits and further agrees to provide the union with a copy of the master plan.

24.03 Child Care for Employee's Children

Employees shall be entitled to enroll their children into a Kids & Company Childcare Centre of the employee's choice subject to space availability. The Employer agrees to pay thirty-five (35%) percent of the applicable monthly fee and further agrees to provide up to twenty (20) days of backup childcare at no cost to the employee.

## **ARTICLE 25 - HEALTH AND SAFETY**

25.01 Health and Safety

The Employer and the Union agree to establish and maintain a Health and Safety Committee in accordance with the provisions of the *Ontario Health and Safety Act*. Terms and particulars regarding the function of the Health and Safety Committee as outlined in the Letter of Understanding.

## **ARTICLE 26 - NO CONTRACTING OUT**

26.01 Restrictions on Contracting Out

The Employer agrees not to contract out any existing work or services that would directly result in the lay-off of any employee.

## **ARTICLE 27 - ADULT/CHILD RATIO**

27.01 Adult/Child Ratio

The Employer and the Union agree that a reasonable ratio of adults to children in a day care centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees, that the adult/child ratio shall not exceed the minimum established by the *Ontario Day Nurseries Act* as of 1976.

27.02 Classroom Coverage

The Employer will ensure that staffing is in accordance with the *Ontario Day Nurseries Act*.

## ARTICLE 28 - GENERAL CONDITIONS

### 28.01 Rest Area

The Employer will provide a rest area for its employees in accordance with the *Ontario Day Nurseries Act*.

### 28.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Union further agrees to present to the Employer any notice(s) that it intends to post for purposes of verification of the notice.

### 28.03 Letter of Reference

On termination of employment for any reason, other than for cause, the Employer shall provide a "letter of reference" or a "letter of employment" on request.

### 28.04 Professional Development Days

#### a) Elective Professional Development

A full-time employee may, with the approval of the Executive Director, be entitled to spend three (3) working days per year without pay for the purpose of attending activities related to the individual's work, at a date mutually acceptable to the Employer and the employee.

#### b) Mandatory Professional Development

Where the Employer requires the attendance for Professional Development, including mandatory First Aid training, all time for attendance at such Professional Development shall be with pay.

### 28.05 Transfer of Employees

If it is necessary for an employee to be transferred to work with a different group of children, this shall not be done in an arbitrary or discriminatory way.

### 28.06 Termination of Employment

An employee who voluntarily terminates employment with the Employer will endeavour, whenever possible, to provide the Employer with a minimum of four (4) weeks' notice in order to facilitate continuity in the provision of services with the Employer.

28.07 Plural of Feminine 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 requires.

28.08 Employees will be reimbursed one-hundred and fifty dollars (\$150.00) per calendar year in relation to registration/license fees for the College of ECE, upon submission of proof of payment to the College of ECE. Employees who leave their employment prior to the end of a full year must repay the Employer for the prorated share of their College registration/license fees. Such prorated share shall be deducted from the employee's final pay.

## **ARTICLE 29 - UNIFORM ALLOWANCE AND SUPPLIES**

29.01 Uniforms

At commencement of employment, the employee agrees to purchase his/her uniform(s). The employer agrees to provide one additional uniform per employee on each of January 1<sup>st</sup> and July 1<sup>st</sup> of each year providing the employee has successfully completed the six (6) month probationary period.

29.02 Materials and Supplies

The Employer shall provide all materials and supplies necessary to fulfill the programs set out by Kids and Company.

## **ARTICLE 30 - COPIES OF AGREEMENT**

30.01 Copies of Agreement

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

## ARTICLE 31 - TERM OF AGREEMENT

### 31.01 Duration

Contract expiry date to January 31, 2016.

### 31.02 Notice of Changes

This Agreement shall remain in force until January 31, 2016 and shall continue in full force thereafter from year to year, except either party may any time within ninety (90) days, before the expiry date, or renewal date of such Agreement, give notice in writing to the other party of its intension to revise or abrogate this Agreement.

### 31.03 Changes During the term of this Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Failure to agree on any such changes shall not be the subject matter of a grievance except as otherwise expressly provided.

Signed this 9<sup>th</sup> day of November 2012 at Markham, Ontario

For: the Union

Sharon Cummins  
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\_\_\_\_\_  
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For: Kids and Company Ltd

Jennifer Nashmi  
\_\_\_\_\_  
Victoria Spik  
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## Schedule A - "Wages" ' '

### Year 1 – Effective date of contract expiry

	Start	1 yr	2 yr	3 yr	4 yr	5 yr
Asst Director	15.65	16.20	16.60	16.85	17.10	17.40
ECE	14.10	14.60	15.00	15.25	15.50	15.83
ECA	11.10	11.60	11.95	12.25	12.45	12.82

### Year 2 – February 1/12

	Start	1 yr	2 yr	3 yr	4 yr	5 yr
Asst Director	15.65	16.20	16.71	16.96	17.21	17.66
ECE	14.10	14.60	15.13	15.38	15.63	16.05
ECA	11.10	11.60	12.07	12.32	12.57	13.00

### Year 3 – February 1/13

	Start	1 yr	2 yr	3 yr	4 yr	5 yr
Asst Director	15.81	16.25	16.88	17.13	17.38	17.84
ECE	14.24	14.65	15.28	15.53	15.79	16.21
ECA	11.21	11.65	12.19	12.44	12.70	13.13

### Year 4 – February 1/14

	Start	1 yr	2 yr	3 yr	4 yr	5 yr
Asst Director	15.96	16.28	17.05	17.30	17.56	18.01
ECE	14.38	14.68	15.43	15.69	15.94	16.37
ECA	11.32	11.68	12.31	12.57	12.82	13.26

### Year 5 – February 1/15

	Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
Asst Director	16.12	16.31	17.22	17.47	17.73	18.20	18.47
ECE	14.53	14.71	15.59	15.85	16.10	16.54	16.98
ECA	11.44	11.71	12.44	12.69	12.95	13.39	13.75

#### Notes:

1. Employees whose current rate is above the job rate shall receive a cash payment equivalent to two (2%) of their current rate paid on each bi-weekly pay period.
2. For administrative convenience and in lieu of Year 1 retroactivity, the Employer will pay to employees a lump sum of two-hundred and fifty dollars (\$250.00) in the case of full-time employees with one (1) or more years of service and one-hundred dollars (\$100.00) in the case of part-time employees with more than six (6) months but less than one (1) year of service. This will only apply to existing employees.

**LETTER OF UNDERSTANDING #1**  
**between**  
**KIDS AND COMPANY**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**

**RE: EMPLOYEE PROTECTION**

Subject to the provisions outlined hereinafter, the Employer shall provide legal counsel and protection to employees and former employees except where providing such protection constitutes a conflict of interest. Where the Employer agrees or elects to provide legal counsel, the Employer, the insurance carrier (where applicable) and the employee shall endeavour to agree upon the identity of such counsel. In the absence of agreement, the choice of legal counsel shall be determined by the Employer subject to the terms of any applicable insurance policy.

1. The Employer shall provide legal counsel and protection to employees and former employees with respect to any civil proceeding, or is subject to a discipline hearing before any administrative tribunal or disciplinary body alleging improper conduct in respect of the employee's acts or omissions while acting for the Employer or any alleged statutory breach (except any criminal charges referred to in paragraphs 2 or 3 hereunder) arising as a result of, or during the performance of assigned duties.
2. In the event that an employee or former employee is investigated or charged with a criminal offence arising as a result of, or during the performance of assigned duties (with the exception of the *Highway Traffic Act*), and the Employer elects to provide the employee with legal counsel, the Employer shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) therefrom that exceed the amount of coverage provided by the insurance carrier through the insurance policy, subject to the following conditions:
  - i) the charge arises directly out of events incurred while the employee was actively in the course of performing his/her duties in good faith on behalf of the Employer and,
  - ii) the employee was acquitted of all or any part of the charges and,
  - iii) such acquittal of the charge or charges as laid was not affected by a plea or pleas by the employee to a lesser charge or charges.

The Employer's decision not to fund all or any portion of the legal costs shall not be the subject matter of a grievance and/or arbitration, save and except that where an employee has been denied coverage, any dispute of the Employer's denial shall be limited to a claim that the decision to deny the coverage was made in bad faith. In the event the employee or former employee is convicted, the Employer reserves the right to recover all or any portion of the legal costs paid by the Employer.

3. In the event that criminal charges are laid against an employee or former employee arising as a result of, or during the performance of assigned duties, and the Employer elects not to provide the employee with legal counsel and/or the employee elects legal counsel of his/her choice, the employee shall be responsible for all legal costs arising therefrom.

In the event that the criminal charges are heard on the merits and there is an acquittal on the merits that has not been reversed on appeal, and on review the Employer is satisfied that:

- i) the employee has carried out the Employer's mandate to provide child protection and/or service in good faith and in a professional manner, and
- ii) the employee has not committed a serious breach or dereliction of said duties and/or responsibilities.

The Employer shall reimburse the employee for that part of legal costs that exceed the amount of coverage provided by the insurance carrier through the insurance policy on a party/party basis as a maximum.

4. The Employer agrees that in situations where charges have been laid against an employee and on review the Employer is satisfied that:
  - i) the employee has carried out the Employer's mandate to provide child protection and/or service in good faith and in a professional manner; and
  - ii) the employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

The Employer agrees that the employee may be entitled to a leave of absence with pay and full benefits until the conclusion of the, legal process.

5. It is further agreed that if upon completion of the trial of the criminal charges, there is a conviction and the employee or former employee elects to appeal the conviction and requests that the Employer fund the legal expenses of the appeal, the Employer agrees to undertake a review of the merits of the appeal and once that review is completed, the Employer may elect to fund all or any portion of the appeal process. The Employer's decision not to fund all or any portion of the appeal process shall not be the subject matter of a grievance and/or arbitration
6. The Employer agrees to pay the premium costs with respect to an insurance policy providing both civil and criminal liability coverage subject to the particulars as outlined in this Letter of Understanding. The Employer further agrees to provide the Union with bona fide copy of the insurance policy which is in effect.
7. In a situation where an employee is assaulted in the course of his/her duties, he/she shall have the right to lay a charge. Any time necessary in preparing for or attending court, or any time needed in connection with the laying of the charge(s) or as a result of the laying of the charge(s) shall be deemed time worked and paid and treated as such.

Signed this 9<sup>th</sup> day of November 2012 at Markham, Ontario

For: the Union

Sharon Cummins

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For: Kids and Company Ltd

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**LETTER OF UNDERSTANDING #2**  
**between**  
**KIDS AND COMPANY**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**

**RE: HEALTH AND SAFETY**

1. Cooperation on Safety  
The Union agrees to cooperate with the Employer in establishing rules and practices, which promote an occupational environment which will enhance the physiological conditions of employees and which will provide *protection from factors adverse to employee health and safety.*
  
2. Health and Safety Clothing and Equipment  
The Employer shall provide a sufficient supply of all necessary protective equipment required to ensure that employees are protected from any potentially unsanitary conditions such as gloves, masks and anti-bacterial soap and cleansers. Employees are required to use and/or wear such protective equipment when exposed to potentially unsanitary or hazardous conditions.
  
3. Compliance with Health and Safety Legislation
  - a) The-Employer shall comply with all applicable provincial health and safety legislation and municipal regulations.
  
  - b) A Joint Health and Safety Committee shall be established and composed of two members selected by the Union and two members selected by the Employer. The committee shall meet a minimum of every three months, as required by the Health and Safety legislation, or more frequently at the agreement of the Committee.
  
  - c) Time spent attending meetings of the Joint Health and Safety Committee shall be considered as time worked. Such time shall be with pay and benefits.

4. Right to Refuse and No Disciplinary Action

Where an employee has reasonable cause to believe that she/he is exposed to an unsafe or unhealthy condition for her/himself, her unborn child, or children in care, the employee shall first notify her/his supervisor and consult with an employer Safety Committee member as well as a union Safety Committee member before refusing to continue working in the said condition. No employee, shall be discharged or otherwise disciplined for refusing to work in an unsafe condition provided she/helms complied with the notification procedure outlined above. Before refusing to work the employee shall ensure that all children under the care of that employee continue to remain in a proper standard of care. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled. The regular working conditions that are part of the normal duties and responsibilities shall not be deemed to be an unsafe condition entitling an employee to refuse to work.

5. Right to Monitor and Inspect

A representative of the union Health and Safety Committee shall have the right to participate in the monitoring of the work place for potential health and safety problems and to accompany an Occupational Health and Safety inspector when the inspector is conducting an inspection tour.

6. Injury Pay Provisions

An employee who is injured on the job 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 his/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.

7. Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall unless otherwise subsidized is at the expense of the Employer.

8. Health and Safety Grievance

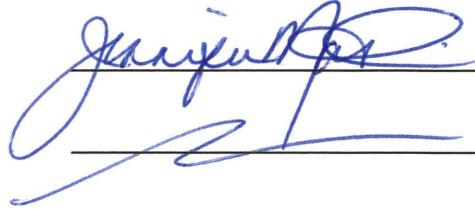
Where a dispute involving a question, of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 2 of the grievance procedure may be by-passed.

Signed this 9<sup>th</sup> day of November 2012 at Markham, Ontario

For: the Union

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For: Kids and Company Ltd

  
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**LETTER OF UNDERSTANDING #3**  
**between**  
**KIDS AND COMPANY**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Re: APPLICANTS FROM OTHER BARGAINING UNITS**

Where a vacancy occurs in the Ajax bargaining unit, the Employer undertakes to give consideration to the application of any employee from the Toronto, Ottawa or Mississauga bargaining units who has expressed an interest, in writing, in being considered for the vacant position.

If any such employee is hired to fill the vacancy, the Employer agrees to recognize the employee's seniority as established pursuant to the terms of the Collective Agreement and such recognition is deemed to be approved by the Ajax bargaining unit.

The Employer agrees to provide employees in the Toronto, Ottawa and Mississauga bargaining units notification of such vacancies by placing a notice on the respective employee bulletin boards.

This Letter of Understanding does not form part of the Collective Agreement.

Signed this 9<sup>th</sup> day of November 2012 at Markham, Ontario

For: the Union

Sharon Cummins

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For: Kids and Company Ltd

[Signature]

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