

COLLECTIVE AGREEMENT

BETWEEN

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1280-01**

AND



CHILDSPACE DAY CARE CORPORATION

January 1, 2022 to December 31, 2024

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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Childspace Day Care Corporation save and except the financial and administrative assistant, assistant supervisor and persons above the rank of assistant supervisor.

1.02 Definition of Employees

- (a) The term “full-time employee” when used in this Agreement shall mean an employee who regularly works twenty-five 25 hours or more per week.
- (b) The term “permanent part-time employee” when used in this Agreement shall mean an employee who regularly works less than twenty-five (25) hours per week but may also work twenty-five (25) hours or more per week from time to time to fill in for full-time employees.
- (c) The term “casual employee” when used in this Agreement shall mean an employee who is called in to work from time to time by the Employer as the need arises; but shall not regularly work more than twenty-five (25) hours per week. Casual employees shall not be covered by the terms of this Agreement. However, if a casual employee works more than twenty-five (25) hours per week for twelve (12) consecutive weeks, and is not also a “contract employee”, that employee shall acquire the status of a “permanent part-time employee” and all rights that accompany such status under this Agreement.
- (d) The term “contract employee” when used in this agreement shall mean an employee who is employed for a period of time not exceeding twelve (12) months and who is employed to replace an employee on an approved leave of absence or for any other circumstances mutually agreed upon by the Union and the Employer. During the contract period only, the contract employee shall be covered by the terms of this Agreement. Upon expiration of the contract period, the contract employee is no longer covered by the terms of this Agreement.
- (e) The term “student employee” when used in this Agreement shall mean an employee who is employed during the school year and who is in full-time attendance at a school during the academic year. Student employees shall not be covered by the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, efficiency and productivity;

- (b) hire, promote, demote, classify, transfer and lay off employees;
 - (c) discharge, suspend, or otherwise discipline employees, provided that employees who have completed their probationary period will only be discharged or otherwise disciplined for just cause;
 - (d) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees.
- 2.02 The Employer agrees that it will not exercise these management rights in a manner inconsistent with any Article contained in this Agreement, nor in an arbitrary or discriminatory manner.
- 2.03 The Employer will not discriminate against any employee on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or membership or activity in the Union pursuant to the provisions of the Ontario Human Rights code.
- 2.04 In addition to the above grounds, under the *Occupational Health and Safety Act*, harassment is also prohibited, and the Employer will ensure the workplace is a safe and healthy environment for all employees.

ARTICLE 3 - NO SOLICITATION

- 3.01 There shall be no union activity on any premises of the Employer except as expressly permitted by this Agreement.

ARTICLE 4 - NO CESSATION OF WORK

- 4.01 Neither the Union, the Local Union, nor any employees shall take part in or call or encourage any strike, sit-down, slowdown or any suspension of work or other concerted activity designed to restrict or limit the operations of the Employer. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Employer shall not engage in any lockout of the employees. "Lockout" shall be as defined in Ontario's *Labour Relations Act, 1995*.
- 4.02 Notwithstanding the foregoing, employees covered by this collective agreement may engage in a legal strike in accordance with the provisions of Ontario's *Labour Relations Act, 1995*.
- 4.03 Notwithstanding the foregoing, the employer may engage in a legal lockout in accordance with the provisions of Ontario's *Labour Relations Act, 1995*.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than three (3) employees. Such committee, together with representatives of the Union shall represent the Union in all negotiations with representatives of the Employer for a renewal of this Agreement. The Local Union shall notify the Employer in writing of the names of its bargaining committee members prior to the start of negotiations.
- 5.02 The Local Union may also appoint or otherwise select up to three (3) stewards, one of whom will be selected as the Chief Steward.
- 5.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor. In the event of any violation of Article 4 by any employee(s), the steward shall instruct the employee(s) to return to work and perform their usual duties. A steward, with the prior permission of the steward's immediate supervisor, shall be reasonably allowed such time off as is necessary for the prompt investigation and settlement of grievances. The Employer will compensate stewards and Union officers for any portion of their regularly scheduled work time spent with the permission of the Employer in servicing grievances.
- 5.04 Members of the bargaining committee shall suffer no loss in pay for any portion of their regularly scheduled work time spent in attending negotiations with the Employer.
- 5.05 The Local Union shall notify the Employer in writing of the names of its officers, Chief Steward and stewards.
- 5.06 All new employees will have the opportunity to meet for thirty (30) minutes with a representative of the Union during the employee's probation period. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement. Union workers shall suffer no loss in pay for this meeting.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

- 6.01 Should any difference (hereinafter called a "grievance") arise between the Employer and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made.
- 6.02 It is generally understood that an employee having a complaint shall first give his/her supervisor an opportunity of adjusting the condition causing the complaint before lodging a formal grievance. The employee will have the assistance of his/her steward when taking up a complaint with his/her supervisor. Should the parties not be successful in resolving the complaint, all formal grievances shall be settled in the following manner:

- 6.03 **Stage One** – An aggrieved employee shall first submit any representations in writing to the employee’s immediate supervisor or other representative designated by the Employer from time to time either directly or through the employee’s steward. Any such grievance shall be presented within seven (7) days of the time when it arose or within seven (7) days from his/her knowledge of the occurrence giving rise to the grievance.
- 6.04 **Stage Two** – If within five (5) days from the time such representations in writing were presented a decision satisfactory to such employee is not given, then such employee accompanied by a steward may within five (5) days after such decision has been given, or should have been given, make representations in writing to the Supervisor, or other representative designated by the Employer from time to time.
- Such representations shall state the nature of the grievance, the remedy sought and any provisions of this Agreement upon which the grievance is based. Such official or other designate shall notify the employee of the time and place at which they will meet to discuss and consider the written representations and the decision given at Stage One. Such official shall give the decision in writing on behalf of the Employer within five (5) days from the date upon which such official received written notice of the matter pursuant to Stage Two of this Article. At the request of either party, a national representative of the Union may be present at this Stage.
- 6.05 Any difference (hereinafter called a “policy difference”) arising directly between the Employer and the Local Union as to the interpretation, application, administration or alleged violation of this Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Employer. If the parties are unable to settle such policy difference within ten (10) days from such discussion, then the party to whom the said notice was delivered shall reply to such policy difference in writing within fifteen (15) days from such discussion.
- 6.06 A grievance over the dismissal or a suspension of an employee may be taken up at Stage Two of the Grievance Procedure, omitting Stage One, within seven (7) days of the dismissal or suspension.
- 6.07 If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, has not been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to arbitration by written notice given to the other party within fifteen (15) days from the date when the decision of the responding party at Stage Two was or should have been given or, in the case of a policy difference, within fifteen (15) days from the date when the written reply to the submission was or should have been delivered.
- 6.08 Grievances shall be heard by a single arbitrator. In the event that arbitration is invoked, the request must be made in writing to the other party within ten (10) days of the completion of the above grievance procedure. In its notice the requesting party shall suggest a person to serve as arbitrator.

- 6.09 The responding party will have twenty (20) days to either agree with the requesting party's suggested arbitrator or to suggest alternative arbitrators.
- 6.10 If the parties cannot agree within thirty (30) calendar days after the invocation of the arbitration procedure, either party may apply to the Minister of Labour to appoint the arbitrator. An arbitrator so appointed shall be deemed to have been appointed in accordance with this Agreement.
- 6.11 The arbitrator shall meet as soon as possible with the parties to hear the evidence and receive representations.
- 6.12 The arbitrator shall not have the jurisdiction to alter, change or amend the provisions of this Agreement, or to substitute any existing provision, nor to make any decision that is inconsistent with this Agreement.
- 6.13 Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.
- 6.14 Witness fees and allowances shall be paid by the party calling the witness.
- 6.15 Each party shall pay one-half of the expenses and fees payable to the arbitrator.
- 6.16 The time limits specified in this Article may only be extended by mutual consent of the parties. The word "days" as used in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized.
- 6.17 Notwithstanding Article 6.08, the parties can appoint a Board of Arbitration by mutual consent, in accordance with the procedure outlined in section 48(2) of the *Labour Relations Act, 1995*.

ARTICLE 7 - DISCHARGE AND DISCIPLINE

- 7.01 Both parties recognize that discipline is normally given as an attempt to change an employee's behaviour. Generally, the progressive discipline process will only begin after various non-disciplinary attempts such as clarifying expectations and coaching have been made to address the performance issues. The Employer agrees that the seriousness of the infraction will dictate the level of discipline administered.

Any discipline will be given for just cause.

Discipline is normally defined as one or more of the following:

- Verbal warning that will be noted in the Employee's file.
- Written warning
- Suspension without pay
- Termination

- 7.02 Suspension pending investigation is not considered discipline. Should the Employer choose to place an employee on suspension pending an investigation, that employee shall not suffer any loss during the investigation.
- 7.03 Whenever the Employer censures an employee in writing it shall give the employee a copy thereof. The Employer shall also send a copy to the President of the Local Union.
- 7.04 At the request of an employee, the Employer shall allow the employee to inspect the employee's Human Resources file maintained at the applicable office. Such inspection may be made only once every six (6) months with three (3) days' notice and in the presence of the employee's supervisor or designate.
- The employee's Human Resources file shall be defined herein as such file containing the employee's official work record including all references to attendance, performance, evaluation, and discipline.
- 7.05 With respect to disciplinary measures imposed by the Employer, an employee shall acknowledge by his or her signature receipt of same when requested to do so by the Employer. It is understood that the employee's signature is intended only to confirm receipt of the discipline from the Employer. After eighteen (18) months have passed from when a disciplinary measure was imposed, the Employer cannot rely on the offence in determining the disciplinary measure to be imposed for subsequent offences provided that the employee has not been disciplined for a similar offence within the eighteen (18) month period.
- 7.06 In the event the Employer intends to establish a meeting to give a written warning to, or to suspend or discharge, an employee, it shall so inform the employee in advance. The employee will have a steward present at such meeting. If a steward is not immediately available, the disciplinary meeting shall be rescheduled. In any event, the rescheduled disciplinary meeting shall take place within two (2) days.
- 7.07 The word "days" as used in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein.

ARTICLE 8 - HOURS OF WORK

- 8.01 Employees' hours of work shall be seven (7) hours a day, thirty-five (35) hours a week.
- 8.02 Employees will be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period.
- 8.03 Employees also receive a one-hour unpaid lunch at such times as meet the Employer's needs with respect to scheduling and ratios, subject to the requirements of the *Employment Standards Act, 2000*.
- 8.04 One employee in each room shall have one (1) hour of planning time per week.

- 8.05 One employee in each room shall have fifteen minutes (0.25 of an hour) of set-up time per day.
- 8.06 Employees called in for shifts shall be paid for a minimum of three (3) hours of the employee's regular rate of pay if being sent home early for any reason.

ARTICLE 9 - OVERTIME

9.01 An employee shall be paid at the rate of one and one-half (1 1/2) times the employee's applicable hourly rate for authorized time worked by the employee:

- (a) in any scheduled work week in excess of thirty-five (35) hours.

For the purpose of computing such overtime, time off on a paid holiday or any paid sick leave shall be regarded as time worked and the premium of one-half (1/2) shall not be considered as part of an employee's applicable hourly rate.

An employee shall be paid at double the applicable hourly rate for authorized overtime worked by the employee between the hours of midnight on Saturday to midnight on Sunday.

9.02 Parent meetings workshops, training, professional development and committee meetings, and one hour or less per week for staff meetings, shall be excluded from coverage under this clause.

9.03 An employee who has worked overtime shall not be required to lay off during the employee's regularly scheduled hours to equalize such overtime provided the employee is capable of fulfilling the normal requirements of the job and is needed to meet ratio.

9.04 Overtime work shall be distributed as equally as possible among those would normally perform such work within their particular workplace, depending on the particular shift needed and the availability of the eligible employees.

9.05 Notwithstanding section 9.01, an employee entitled to overtime premium pay, may elect to take the equivalent time off at the appropriate overtime rate at a time mutually acceptable to the Employer and the employee but if the Employer and the employee are unable to agree on an acceptable time before the end of the calendar year, the employee shall be paid the overtime pay.

ARTICLE 10 - SPECIFIED HOLIDAYS

10.01 For the purposes of this Article:

- (a) the following shall be specified as holidays under the Agreement and "holiday" means:

New Year's Day
Family Day
Good Friday

Easter Monday
 Victoria Day
 Canada Day
 Civic Day
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day

and the half day immediately before Christmas Day and the half day immediately before New Year's Day, or such day as may be established as a holiday in lieu of any said days by statute, statutory regulation, proclamation or similar authority.

- (b) If Ontario's *Employment Standards Act, 2000* or other statute requires that where a holiday falls on a Sunday the next day following shall be a holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the employee's holiday notwithstanding 10.01(a).
- (c) An employee will only receive holiday pay where the employee works both their last scheduled workday or shift before the holiday and their first scheduled workday or shift after a holiday.

10.02 If an employee is required to work on any holiday the employee shall be paid for work so performed at the rate of two (2) times the applicable hourly rate or the employee may, with the consent of the Employer, elect to be paid at the normal applicable hourly rate plus take one day off with pay at a later, mutually agreeable, date.

10.03 An employee who is absent from work on a holiday because:

- (a) the day is a holiday;
- (b) is suffering from an illness or injury which requires the employee to be absent on either both of the qualifying days, which absence is supported by a physician's certificate to that effect, OR
- (c) the day was the employee's regular day off; shall be paid at the applicable hourly rate.

ARTICLE 11 -VACATIONS

11.01 An employee shall be entitled to vacation with pay as follows:

Length of continuous Service	Length of vacation or pay in lieu thereof
Less than one year	one day for each month of service up to a maximum of 10 days
Greater than 1 year, less than 3 years	2 weeks

Greater than 3 years,
less than 6 years 3 weeks

Greater than 6 years but
less than 15 years 4 weeks

Greater than 15 years 5 weeks

11.02 The Employer shall pay to an employee who is entitled to a vacation with pay an amount based on the employee's applicable hourly rate for each seven-hour day or five-day week of vacation to which the employee is entitled provided the employee receives not less than the amount to which the employee is entitled under the applicable legislation.

11.03 If the employment of an employee is terminated for any cause or by operation of law, the employee shall be paid in lieu thereof:

(i) in the case of an employee with less than one (1) year's continuous service, an amount equal to four percent (4%) of the employee's total pay to date of termination;

(ii) in the case of an employee qualified for at least ten (10) days' vacation, a sum equal to the appropriate proportion of the employee's total pay from the previous January 1st.

For clarity, "appropriate percentage" means 4% where the employee is entitled to 2 weeks' vacation, 6% where the employee is entitled to 3 weeks vacation, 8% where the employee is entitled to 4 weeks' vacation and 10% where the employee is entitled to 5 weeks' vacation.

11.04 If a specified holiday occurs during an employee's vacation on a day for which the employee would normally be scheduled to work, the employee shall be entitled to an extra day off with pay.

11.05 Vacation schedules shall be posted by April 30 each year and shall not be changed unless agreed to by the employees affected and the employer.

11.06 Employees who have more than three (3) weeks vacation can, with approval, carry over two (2) weeks vacation to the following year and it is to be added to the following year entitlement.

ARTICLE 12 - SENIORITY

12.01 An employee shall be on probation for ninety (90) days worked from the date of the employee's last hire.

12.02 For the purpose of this Agreement the Employer agrees to observe the following:

(a) Bargaining unit "seniority" (other than that of a probationary employee) shall

commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff) by the Employer and shall be maintained and accumulated so long as the employee remains in the employ of the Employer in the bargaining unit during:

- (i) a layoff within any period during which the employee was entitled to be recalled;
 - (ii) any sickness or accident, to a maximum of twenty-four (24) months; and
 - (iii) any approved leave of absence, to a maximum of twelve (12) months.
- (b) When a probationary employee completes the probationary period, the employee shall be entered on the seniority list and shall rank seniority from the date the employee was last hired.
- (c) A loss in seniority shall be deemed to have occurred if an individual employed by the Employer:
- (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure;
 - (iii) is laid off beyond the period during which the employee was entitled to be recalled; or
 - (iv) fails following a layoff, unless the employee exercises the right to refuse such work as provided in section 12.07, to notify the Employer within seven (7) days of the Employer sending the employee a notice to return to work of the employee's intention to return or fails to report for work on the date and at the time specified in such notice, which date is not sooner than said seven (7) days;
 - (v) is absent from work without permission for a period of three (3) days.

12.03 The Employer shall maintain a master seniority list showing the name, classification, location and hiring date of each employee. Seniority will be Employer wide.

- 12.04
- (a) An up-to-date seniority list shall be posted annually by January 30 and three copies thereof shall be sent to the Union.
 - (b) Every four (4) months the Employer shall supply the Union with both a hard copy and an electronic copy of a list of the employees Employer-wide and their hiring dates. Such list shall contain any telephone numbers, if listed, and addresses but such list shall not be posted or otherwise made public.

- 12.05
- (a) Layoff shall include a reduction in the normal daily or weekly hours of work of one or more regular full-time or part-time employees.
 - (b) In all cases of layoffs and demotions due to a reduction in work force (other than layoffs and demotions of a temporary nature, i.e., two (2) weeks or less)

employees shall be laid off or demoted in reverse order of their seniority ranking within their classification, provided that the remaining employees have the requisite knowledge, education, skills, qualifications and ability to occupy all available positions.

12.06 An employee whose position has become redundant shall be given preference for placement in available positions.

- (a) (i) the Employer will first offer any available vacant positions at the same or lower classification within forty-five (45) days of the effective date of redundancy, provided that the employee has the requisite knowledge, education, skills, qualifications and ability to perform the duties of that position.

In the event that no vacant position(s) exist, a redundant employee shall be entitled to bump the most junior employee in the same or lower classification, provided that the employee has the requisite knowledge, education, skills, qualifications and ability to perform the duties of that position.

- (ii) an employee unable to find placement through the process described above shall be subject to lay-off in accordance with the provisions of this Agreement.

- (b) Any re-assigned redundant employee shall be offered the position such redundant employee held at their previous school or work site in the event that such location or work site is:

- (i) re-opened; or

- (ii) the staffing complement at the time of redundancy is restored. Such preference shall be extended to redundant employees for a period of six (6) months from the effective date of redundancy. It is further understood that the redundant employee is that employee whose location has been closed or whose location's or work site's staffing complement has been reduced.

12.07 In the event of any layoff probationary employees shall be laid off first and thereafter employees shall be laid off in accordance with section 12.05. If an employee is not returned directly to the location the employee had before the layoff the employee will have the first opportunity to be transferred back to the employee's original location when an opening occurs, provided that the employee has the requisite knowledge, education, skills, qualifications and ability to perform the duties of that position.

12.08 An employee with seniority who is laid off shall retain seniority and the right of recall for the following period of months if the employee has the length of continuous service set opposite:

Period of months	Seniority
3	less than 1 year
6	more than 1 but less than 2 years
9	more than 2 years, but less than 5 years
12	more than 5 years, but less than 10 years
18	10 years or more

Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the laid-off individual requiring the employee to report to work on a date not earlier than seven (7) days after the date of such notice. If the employee does not reply within said seven (7) days or fails to report for work at the time and date specified in the notice the employee shall be deemed unavailable and the next eligible laid-off individual shall be called.

- 12.09 No probationary or casual employee shall be engaged or recalled for any job while any full-time or permanent part-time employee who is capable of doing that job remains laid off and is willing to be rehired.
- 12.10 The Employer will not contract out work of the bargaining unit except as provided for in this Agreement.

ARTICLE 13 -JOB POSTING

- 13.01 (a) When a vacancy, other than a temporary vacancy of thirteen (13) weeks or less but including a vacancy caused by the creation of a new position, occurs, the Employer will post the position within two (2) weeks for five (5) working days. The posting will set out the job criteria, including qualifications, skills and experience, the location or any other building involved, the rate of pay, and the hours of work of the shift if applicable. Any employee may apply for such position in writing within such five (5) days. The appointment of an internal candidate to such posted vacancy shall be made within three (3) weeks of the close of such job posting. The name of the successful candidate will be posted on all bulletin boards as per Article 19.01 for a period of seven (7) calendar days. Should no internal candidates apply within the required timelines, the appointment of an external candidate shall normally occur within eight (8) weeks of the close of the internal process. Should the Employer be unable to fill the vacancy within this eight (8) week period, the Employer will provide the Union with a written explanation outlining the reasons.
- (b) An employee who has been selected to fill a vacancy may not for a period of six (6) months from the date the employee actually fills such vacancy apply to fill any other vacancy.
- 13.02 (a) The Employer shall consider the following factors in determining which employee is to be selected:

Where the knowledge, education, skills, qualifications and ability are relatively equal between two (2) or more employees, seniority shall be the deciding factor.

- (b) An employee who moves into a new classification will be on trial for ninety (90) days in that new position. Such an employee will be able to return to his or her former position within ninety (90) days if either:
 - (i) The employee feels that he or she is not suitable for the position and wishes to return to his/her position, or
 - (ii) The Employer feels that the employee is not suitable for the position and requires that he or she returns to his or her former position.
- (c) Nothing herein shall prevent the Employer from advertising externally during the posting process, however, all internal applicants shall be considered before external applicants are considered. Employees who apply for the position and who meet the criteria described in 13.02(a) above will be given preference over external candidates.

13.03 The Employer shall notify the Local Union of all hirings, layoffs, recalls, and terminations of employment of all employees.

ARTICLE 14 -TRANSFER

14.01 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 discriminating way. All staff are subject to transfers based on the needs and operational requirements of the daycare in order to meet regulations. Seniority within the job classification shall be applied alongside the health & safety of children and adults as well as the ability to maintain order efficiency and productivity. Adequate reasons for the decision will be given.

ARTICLE 15 - WAGES

January 1, 2022 to December 31, 2022

5% added to base of all ECA and ECE

Minimum Years of Service	0	1	4
Job Title	Step 1	Step 2	Step 3
ECA	20.16	20.30	20.70
ECE	24.17	24.64	25.37

January 1, 2023 to December 31, 2023

3% added to base of all ECA and ECE

Minimum Years of Service	0	1	4
Job Title	Step 1	Step 2	Step 3
ECA	20.76	20.91	21.32
ECE	24.90	25.38	26.13

January 1, 2024 to December 31, 2024

3% added to base of all ECA and ECE

Minimum Years of Service	0	1	4
Job Title	Step 1	Step 2	Step 3
ECA	21.38	21.54	21.96
ECE	25.64	26.14	26.91

ARTICLE 16 - SICK LEAVE

- 16.01 Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled or because of an accident or illness or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as “sickness”).
- 16.02 Each employee, other than a probationary employee, will be allowed not more than fifteen (15) days sick leave credit per year on the basis of two days being granted at the beginning of each year, with additional days being earned for each year at the rate of one point two five (1.25) days for every month of service.
- 16.03 If in any calendar year an employee has not used all the sick leave to, which entitled, the sick leave will accumulate and a maximum of fifteen (15) unused sick days shall be carried forward for use in future years.
- 16.04 If an employee is unable to work by reason of sickness for the under mentioned periods, then a deduction in the amount of hours missed shall be made from the employee’s sick leave credit if any.
- 16.05 While an employee is on a leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credit the employee may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon return from such leave or upon being rehired subsequent to being recalled, subject to Article 15.03.
- 16.06 Leave without pay shall be granted to an employee who:
- (i) is not entitled to sick leave but who is required to be absent by reason of sickness; OR
 - (ii) is unable to return to work at the termination of the period for which sick leave was granted.
- 16.07 The Employer will maintain a record of all sick leave credits and any employee may apply to the Employer for information as to the amount of the employee’s sick leave credit. Each employee shall be informed bi-annually in writing as to the amount of such credits.

- 16.08 An employee who is required to remain at home as the only one available to look after the needs of a family member who is ill may apply to the employee's supervisor for a leave of absence. Such leave, if granted, shall be charged against the employee's accumulated sick leave.
- 16.09 If during vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is supported by a physician's certificate acceptable to the Employer, the employee for the period of such incapacity shall be regarded as having been on sick leave to the extent the employee had accumulated sick leave credits, and shall be permitted to take such portion of vacation for which the employee was so incapacitated at a later time acceptable to the employee and to the Employer.
- 16.10 Unused sick days are not paid out on termination of employment, howsoever caused.
- 16.11 Where an employee's sick credits have expired, they may apply to receive E.I. Benefits and where approved, the employer will top up E.I. earnings to eighty-five (85%) of the employee's regular salary for the duration the E.I. Benefits are provided or up to a maximum of 15 weeks.

ARTICLE 17 - LEAVES OF ABSENCE

General

- 17.01 (a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:
- (i) the Employer shall not be required to pay benefits during the leave;
 - (ii) no credits will be made to the sick leave plan during the leave; however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Employer.
- (b) An employee who is on any leave without pay for any reason other than illness or accident in excess of fifteen (15) working days or an employee who is on leave without pay in excess of thirty (30) working days by reason of sickness or accident may, to the extent permitted by the carriers thereof, continue to be covered by the Employer's health and life insurance plans, provided they make all required premium payments.
- 17.02 (a) If an employee is absent from work due to illness or accident for a period of one (1) year, or if such absence is contemplated to be for a period of one (1) year or more, the Employer may post the employee's last position.
- (b) If an employee returns to work from sick leave or leave of absence and the last position which the employee held has been posted, the Employer will make every reasonable effort to place the returning employee in a job.

Union Business

- 17.03 (a) An employee who is elected or appointed for a full-time position with the Union, or who is elected to political office, shall be granted a leave of absence without pay, for a period of up to three (3) years. Such leave may be extended by the Employer. Any employee granted such leave of absence shall provide the Employer (6) months' notice of return to work.
- (b) Upon written request by the Local Union, given not less than ten (10) working days in advance, the Employer shall grant a leave of absence for up to two (2) representatives designated by the Local Union, provided:
- (i) such leave is without pay or benefits;
 - (ii) such leave is for a period of thirteen weeks or less;
 - (iii) such leave does not unduly interfere with the Employer's operations; and
 - (iv) all salary and benefits shall be paid by the Local Union and shall be administered by the Employer through the normal payroll process.
- 17.04 Upon written request by the Local Union given not less than ten working (10) days in advance to the Employer (provided that in unusual circumstances the Employer may waive such ten-day requirement), the Employer shall grant a leave of absence without pay to the employees named in such request to absent themselves to attend conventions or seminars of the Union, limited however, to no more than two (2) employees at any one time and not more than twenty-five (25) person-days every two (2) calendar years, provided:
- (i) not more than one (1) employee at any one time from a location where there are seven (7) or fewer employees shall be granted such leave from the same location.
 - (ii) apart from the President of the Local Union who shall be entitled to no more than fifteen (15) such days off in any one (1) calendar year, no one (1) employee shall be entitled to more than ten (10) such days off in any one (1) calendar year; and
 - (iii) no more than twenty (20) person days may be taken in any one (1) calendar year. An employee who is selected or elected to attend union conventions, etc. shall receive the pay and benefits provided for in the Agreement, however, the Union shall reimburse the Employer for all pay during the period.

Compassionate Leave

- 17.05 (a) The Employer shall grant a paid leave of absence of one week, immediately following a death in the employee's immediate family. Immediate family is defined as: spouse, common-law wife, common-law husband, life partner, parent, child, stepchild, grandparent, grandchild, wards, brother, sister, mother-in-law or father-in-law of the employee.

- (b) The Employer shall grant an employee a leave of absence of one (1) day with pay for attendance at the funeral, or for a period of mourning immediately following the death, of: an uncle, aunt, cousin, brother-in-law, son-in-law, daughter-in-law, sister-in-law.
- (c) Whereby reason of the death of a relative referred to in (a) or (b) an employee requires additional time to that granted under (a) or (b), the Employer, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.

17.06 The Employer may grant up to eight (8) hours' leave with pay, per year, to an employee to attend a funeral during the employee's normal working hours, provided that the employee gives notice to the Employer at least 48 hours in advance of the requested leave, and provided that the leave is not covered by "Compassionate Leave" as set out in Article 16.05. Such leave will not be unreasonably denied.

Urgent Personal Business

17.07 Urgent personal business is business affecting one's personal affairs which must be conducted, and which cannot be scheduled outside regular hours of work.

An employee may be granted a leave of absence of up to five (5) days in a calendar year by the employee's supervisor, or designate, for urgent personal business, provided that the employee gives notice to the Employer at least 48 hours in advance. Such leave shall be charged against the employee's accumulated sick leave.

Pregnancy/Parental Leave

17.08 Upon request, employees shall be granted pregnancy/parental leave without pay in accordance with the *Employment Standards Act, 2000*.

Domestic and Sexual Violence Leave

17.09 An employee who has been employed for at least thirteen (13) weeks will be entitled to a leave of absence of ten (10) days and up to fifteen (15) weeks of which the first five (5) days of the leave are to be paid and the remaining days unpaid.

Other

17.10 An employee may be granted up to one week's salary for being quarantined, where he or she is serving jury duty, provided that any fees earned from jury duty are returned to the Employer or by subpoena to any court in any proceeding in which the employee is not charged.

17.11 An employee who requires time off to attend Citizenship Court for the purpose of being admitted as a Canadian citizen shall be granted leave with pay.

ARTICLE 18 - UNION SECURITY

- 18.01 Any employee shall become a member of the Union at the date of hire and shall remain, as a condition of continuing employment, a member in good standing of the Union in accordance with its constitution and by-laws
- 18.02 The Employer shall deduct from each pay cheque during the life of this Agreement a sum equal to the Union dues as determined by the Union's constitution. The Employer shall remit such deductions to the national Secretary-Treasurer of the Canadian Union of Public Employees, together with a list of names of the employees from whom such deductions were made, and their respective monthly earnings, prior to the fifteenth (15th) day of the month following the month for which such deductions were made.

ARTICLE 19 - BENEFITS

- 19.01 The Employer will provide a comprehensive benefit plan that includes medical, dental and life insurance. The Employer will pay one hundred percent (100%) of the premiums for the medical, dental and life insurance benefits. At the employee's option, additional coverage for long-term disability and/or family coverage under the medical and dental benefits plan can be paid for by the employee through payroll deductions.
- 19.02 Any changes to the current benefits package, including changing the carrier, will be made with a view to acquiring the best market price, provided that the overall benefits package remains at the same level. Any changes to the substance of the benefits package shall be made by mutual consent.
Effective August 1, 2015, massage therapy shall be to a maximum of \$700 per person per benefit year. It is understood that the services of a registered massage therapist will not require a referral from a Physician or any other health care professional in order to be eligible for reimbursement.
- 19.03 The parties agree, that during the term of this Collective Agreement, a representative from the Multi-Sector Pension Plan, will be invited to provide a presentation to a joint meeting for Union representatives and Board representatives.

The Parties will jointly agree on a date, time and location.

In the event the meeting is scheduled during normal working hours, Union representatives will suffer no loss of pay as a result of such a meeting.
- 19.04 Vision Care – Up to maximum \$300 every 24 months (eyeglasses, contact lenses and Laser vision correction) and up to a maximum \$120 eye exam every 24 months.
- 19.05 Dental Care – 100% coverage up to a maximum \$1000 per benefit year.

ARTICLE 20 - MISCELLANEOUS

- 20.01 The Employer shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Employer.

20.02 A Union/Management meeting between officers of the Local Union and/or CUPE National representatives and representatives of the Employer may meet periodically to discuss matters of mutual concern. The Union and the Employer will each be represented by a maximum of four (4) representatives. The party requesting the meeting shall provide a proposed agenda with any request for such a meeting. When meetings are held during an employee's working hours, no loss of pay will result.

Professional Development

20.03 The Employer recognizes the importance of ongoing professional development and therefore will consider financial assistance for relevant courses; and workshops; which will enhance the employees' skills. Employees planning to attend courses or workshops must submit the course outline for pre-approval. Completed certificates must be presented before employees can be reimbursed. Registration with the College of Early Childhood Educators is not considered professional development.

20.04 The Employer agrees to reimburse the employee one hundred (100%) percent the cost of the professional fee to the College of Early Childhood Educators at the end of each calendar year.

20.05 The Employer shall supply a copy of this Agreement to each employee and to each new employee at the time of hiring.

Anti-Oppression Training

20.06 The employer agrees to provide mandatory biennial anti-oppression training to management staff and all employees, regardless of employment status beginning in 2022. The Anti-Oppression training will be facilitated by an external party and the employer agrees to fully subsidize the cost of the training. Such training shall include but is not limited to anti-oppression, conflict-resolution and anti-harassment/anti-discrimination.

Vulnerable Sector Screening

20.07 The Employer will be limited to requiring vulnerable sector police checks that are required by the *Childcare and Early Years Act 2014* and shall reimburse the application fee related to any police checks an employee may be required to obtain.

20.08 Retirement Savings Plan

The Employer shall provide to all full-time and permanent part-time employees a matched contribution Group RRSP Plan, calculated on base salary, with the following mandatory contributions:

Year of Service	Employer	Employee
During Probation	0%	0%
After Probation – 2 years	1.0%	1.0%
Over 2 years	4.0%	4.0%

ARTICLE 21 - SKILLS AND TRAINING AND PROFESSIONAL QUALIFICATIONS

21.01 The Employer and the Union recognize that, for the purposes of calculating ratios under the *Child Care Early Years Act*, effective February 14, 2009 all Early Childhood Educators are required to be registered with the College of Early Childhood Educators. Accordingly, only Registered Early Childhood Educators in good standing with the College of Early Childhood Educators can occupy those positions on the work site which the Employer uses to calculate and maintain ratios under the *Child Care Early Years Act*.

For clarity, this means that effective February 14, 2009, positions for which the previous requirement was only an Early Childhood Educator Diploma (or Ministry Approval), require that the incumbent be a Registered Early Childhood Educator in good standing with the College of Early Childhood Educators (or an individual with valid Ministry Approval), in order for the Employer to maintain the proper ratios under the *Child Care Early Years Act*.

21.02 All Registered Early Childhood Educators are required to adhere to the Employer's Policy on Standing and Status with the College.

21.03 Any training or ongoing education needs will be addressed by the Employer, in its discretion, as the Employer deems appropriate.

21.04 Should an employee be denied a licence or be suspended by the College of ECE, the employee shall continue to work at the centre at their pay rate, subject to review and investigation by the Employer's Board of Directors. Depending on the finding and decision of the Board, and availability of appropriate work the employee may be transferred to work in a room where CCEYA ratio permits until such time as they are admitted to the College or exhaust the appeals process.

After exhausting the appeals process, should an Employee fail to receive a license or be suspended, continued employment with the Employer will be subject to the investigation and the discretion of the Employer's Board of Directors. Once the employee has met the requirements for license, they shall be returned to their former position, unless the position has been eliminated. Should there be no position available, they shall be placed on layoff.

Nothing in this section 20.04 shall limit the rights of the Employer under section 2.01 of this Agreement.

ARTICLE 22 - ACCOMMODATION

22.01 Where a request for accommodation is made, the Employer shall examine the request, along with all relevant information and/or evidence, in order to determine whether a reasonable accommodation can be made without undue hardship. Where appropriate, the Union will be consulted with respect to other jobs in the bargaining unit that might fulfill the employee's accommodation needs.

For clarification, “relevant information” and/or “evidence” includes, but is not necessarily limited to:

- (i) the type of work the individual is capable of performing;
- (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
- (iii) the level of the individual’s physical and occupational abilities;
- (iv) the level of educational qualifications possessed by the individual; and
- (v) the type of training or modification of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.

ARTICLE 23 - HARASSMENT

- 23.01 The Harassment Policy and complaint procedures as established by the Employer and as amended from time to time shall apply to all employees covered by this Agreement.
- 23.02 The Employer and all employees recognize that every employee has the right to freedom from harassment and assault in the workplace. For clarity, harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assignment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this Article meant to inhibit free speech or interfere with normal social relations.

ARTICLE 24 - HEALTH & SAFETY

- 24.01 The Employer and the Union agree to abide by the Occupational Health and Safety Act, RSO 1990.
- 24.02 The Employer and the Union agree to mutually work together to maintain a safe working environment for all Employees, and to address in a timely manner any conditions that may be hazardous to the health and safety of all Employees. The Joint Health and Safety Committee (JHSC) shall maintain minutes of all meeting which shall be posted at all workplaces and with a copy to the Union President or designate.
- 24.03 A Joint Occupational Health and Safety Committee shall be established which is composed equally of at least two (2) Union and at least two (2) Employer representatives. The Joint Occupational Health and Safety Committee shall hold meetings every three (3) months or more frequently if required.
- 24.04 Time spent in Committee meetings and or investigations by Union Health and Safety representatives shall be considered as time worked at no loss of earnings or benefits to the Employee(s).

24.05 There shall be at least one (1), Union (worker) representative who will be a certified worker as defined under the Occupational Health and Safety Act.

Union (worker) representatives on the Joint Health & Safety Committee shall be entitled to such paid preparation time as is provided for under the Ontario Occupational Health & Safety Act.

24.06 The Employer shall provide orientation and training in Health and Safety to new and current employees on an ongoing basis and employees shall attend required Health and Safety training sessions.

ARTICLE 25 - EXTRA FUNDING FOR CHILD CARE

25.01 During the life of this Collective Agreement, in the event that the City of Toronto, Provincial Government or any other funding agency provides extra funding, unrelated to the current pay equity settlements, specifically targeted to enhance/upgrade the salaries of all employees, the Employer will make reasonable efforts to secure/apply for those funds.

Notwithstanding the above, in no circumstances will the Employer be held liable for any additional funding that is not secured.

ARTICLE 26 - CONTACT INFORMATION

26.01 The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in a password-protected electronic spreadsheet to the Union contact designated by the Local Executive on a bi-annual basis. The Union agrees to treat such information as confidential and agrees to use it solely for the purpose of any Union business.

ARTICLE 27 - TERMINATION

27.01 Except as otherwise expressly provided herein, this Agreement shall become effective on January 1, 2022. It shall terminate at midnight on December 31, 2024.

ARTICLE 28 - NOTICE OF RENEWAL

28.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on thirty (30) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. The parties shall meet within fifteen (15) days from the giving of notice or within such further period as the parties agree upon

and they shall bargain in good faith and make every reasonable effort to make a collective agreement. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Employer shall not, except with the consent of the Union, alter the rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees and the Union shall not, except with the consent of the Employer, alter any term or condition of employment or any right, privilege or duty of the Employer, the Union or the employees, until the lapse of the appropriate period referred to in section 79(2)3 of the *Labour Relations Act, 1995* or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration, shall be available during the period while the aforesaid prohibitions continue in force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege or duty of the Employer, the Union or the employees. In the event that the parties agree to amend this Agreement, the Union shall provide the Employer with a revised version of the entire Agreement which reflects these amendments with forty-five (45) days of the date that the amending agreement has been executed by the parties.

28.02 For the purpose of sending proper notices herein, the following shall be the addresses of the respective parties:

For the Union:

Canadian Union of Public Employees
Ontario Regional Office
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Recording Secretary
Local 1280-01
Canadian Union of Public Employees
(as the Employer is notified)

For the Employer:

Childspace Day Care Corporation
St. Patrick's Secondary School
49 Felstead Avenue
Toronto, Ontario
M4J 1G3

IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf and the authorized representatives of the Union and of the Local Union have set their hands and seals.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1280-01

CHILDSpace DAY CARE
CORPORATION

Janette Krajci

Ronald Suttie

Maria Baboulas

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Shang J.

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Jessica Sutherland
day of
AEAF538C1AF3405...

Dated this _____