

COLLECTIVE AGREEMENT

between

BROOKHAVEN CHILD CARE CENTRE

(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2484-24

(hereinafter called the "Union") Party of the Second Part

January 1, 2019 to December 31, 2023

Table of Contents

Article 1 – Preamble	4
Article 2 - Recognition and Negotiation	4
Article 3 - No Discrimination	5
Article 4 - Union Membership Requirement	6
Article 5 - Check off of Union Dues	6
Article 6 - The Employer and The Union Shall Acquaint Potential Employees	7
Article 7 - Correspondence	7
Article 8 - Labour Management Bargaining Relations	8
Article 9 - Resolutions and Reports of the Employer and Union	8
Article 10 - Grievance Procedure	9
Article 11 - Arbitration	11
Article 12 - Discharge, Suspension and Discipline	12
Article 13 - Seniority	13
Article 14 - Promotions and Staff Changes	14
Article 15 - Layoffs and Recalls	16
Article 16 - Hours of Work	16
Article 17 - Overtime	17
Article 18 - Holidays	18
Article 19 - Vacations	18
Article 20 - Sick Day Provisions	19
Article 21 - Leave of Absence	21
Article 22 - Payment of Wages and Allowances	24
Article 23 - Employee Benefit Plans	25
Article 24 - Job Classification and Reclassification	25
Article 25 - Health and Safety	26
Article 26 - Job Security	27
Article 27 - Child Adult Ratio	27
Article 28 - Professional Development	28
Article 29 - General Conditions	29
Article 30 - General	29
Article 31 - Term of Agreement	30
SCHEDULE "A"	31
2019 Grid	31

2020 Grid	32
2021 Grid	33
2022 Grid	34
2023 Grid	35
Letter of Understanding #1	36
Letter of Understanding #2	37
Letter of Understanding #3	38
Letter of Understanding #4	39
Letter of Understanding #5	40
Letter of Understanding #6	41
Letter of Understanding #7	43
Letter of Understanding #8	44
Letter of Understanding #9	45
Letter of Understanding #10	46
Letter of Understanding #11	47
MSPP REQUIRED COLLECTIVE AGREEMENT LANGUAGE	50

Article 1 – Preamble

- 1.01 It is the purpose of both parties to this Agreement:
- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
 - 2) to recognise the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to;
 - 3) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
 - 4) to maintain a high standard of care for children and promoting their intellectual, physical and emotional development;
 - 5) to encourage and promote co-operation and mutual support between day care workers, the Employer and parents.
 - 6) to encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.
- 1.03 The Union recognises that it is the exclusive right of the Employer.
- a) to supervise and direct the operations of the Centre and its work force.
 - b) To hire, transfer, classify, lay-off, promote, discharge, and suspend or otherwise discipline employees of the Centre for just cause; provided that the exercise of the aforementioned management rights shall be subject to the right to grieve, as set out in this agreement.

Article 2 - Recognition and Negotiation

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for Local 2484-24 employees of Brookhaven Child Care.

2.02 Work of the Bargaining Unit

Employees of the day care whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, training and in cases of emergency and in cases mutually agreed upon by the parties.

2.03 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.

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

2.04 Temporary and Casual Employees

Temporary employees are employees hired for a fixed period of time of not more than one (1) year, unless mutually agreed upon by the Employer and the Union. In order to qualify as a temporary employee an individual must be hired to replace a member of the bargaining unit who is ill, on a leave of absence, or on maternity/parental or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefit coverage as set out in Article 23.

Casual employees are employees hired to replace permanent staff by reason of sickness or unfixed short-term leaves. Casual employees are not members of the bargaining unit, and are not covered by the Collective Agreement.

2.05 Full and Part-time Employees

- a) Full time employees are employees who are regularly employed for twenty- five (25) hours per week or more.
- b) Part time employees are employees who are regularly employed for less than twenty-five (25) hours per week.

Article 3 - No Discrimination

3.01 Employer shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

3.02 Relationship

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction, or coercion exercised or practised by either of them or their representatives or members because of any employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

Article 4 - Union Membership Requirement

4.01 Employees to be Members

As a condition of employment all employees of the Employer who are members of the Union at the time of certification 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 shall become and remain members in good standing of the Union within thirty (30) days of employment.

4.02 No Other Agreements

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

Article 5 - Check off of Union Dues

5.01 Check Off of Union Dues

The Employer shall deduct from every employee any dues, initiation fees, assessments 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.

5.02 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 fifteenth day following the end of the month, along with the deductions, the Employer will provide:

- a) a completed Union dues remittance form, supplied the Union, and
- b) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, addresses, employment status (full-time, part-time, term), classification/job title, regular earnings, hours worked, and dues deducted.

The Employer will also send an electronic copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

5.03 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 for each union member in the previous year or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

5.04 Indemnification Clause

The Union agrees to indemnify and save the Employer harmless from all suits, actions, claims and demands of any kind or nature whatsoever which may at any time be brought against it by reason of the deduction of dues as aforesaid.

5.05 Disclosure and Leave with Pay for Dues Collections and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will continue to provide all of the information set out in Article 5.02 above. In addition, the Employer agrees to provide paid union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

Article 6 - The Employer and The Union Shall Acquaint Potential Employees

6.01 Potential Employees

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

The Union shall be notified of the full name, position and employment status (e.g., full-time, part-time, term) start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

6.02 Interviewing Opportunity

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, a maximum of thirty (30) minutes, during the first month of employment, for the purpose of acquainting the new employee with the benefits and duties of the Union membership and her/his responsibilities.

6.03 Union representatives shall be entitled to distribute union literature, and to convene union meetings with union members on the Employer's premises for emergency purposes only during working hours as long as provisions for Childcare and Early Years Act are met and prior notice is given to the supervisor.

Article 7 - Correspondence

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Steward of the day care. A copy of any correspondence between the Employer, and her designate, and any employee in the bargaining unit pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Steward or her designate.

Article 8 - Labour Management Bargaining Relations

8.01 Union Bargaining Committee

The Employer shall recognise a bargaining committee of up to two (2) employees. The Union will advise the Employer in writing of the Union members of the Bargaining Team.

8.02 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

8.03 Time Off for Meetings

Meetings will normally be held outside of working hours any representative of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration. It is understood that the employee(s) must notify the supervisor prior to the meeting date so that she may arrange supply staff to ensure staff/child ratios.

8.04 During Collective Agreement negotiations, the Employer agrees to make available to the Union, and the Union agrees to make available to the Employer any readily available information that will assist the other party in making or responding to collective bargaining proposals.

8.05 Meeting of Team

- a) Management agrees to have bargaining meetings during the day and in the evening upon mutual agreement.
- b) In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty-one (21) calendar days after the request has been given.

Article 9 - Resolutions and Reports of the Employer and Union

9.01 The Employer and the Union agree to maintain an open file available to both parties in which both parties shall maintain any government proposed legislation or other rules, regulations or materials relevant to day care centres which come to the attention of either party.

9.02 Within ten (10) days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and audited financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, and all other documents required for collective bargaining purposes.

9.03 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the terms of this agreement, and the Union agrees that there will be no strike, slowdown, sit down, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct employees to carry out the provisions of this agreement and return to work and perform the regular duties.

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 Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting her/his grievance in accordance with the grievance procedure.

10.02 Union Stewards

There shall be one Steward and one alternate Steward. The Union shall notify the Employer in writing of the names of such persons and of any changes to this list.

10.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating and presenting grievances as provided in this Article. The Union recognises that employment duties shall have priority over union matters. Such duties shall have priority over union matters and she/he will not leave her/his work area during working hours except as may become necessary to perform her/his duties under this Agreement. Therefore, no Steward shall leave her/his work area without previously notifying her/his supervisor. Time for Steward duties shall be granted within the next working day or as soon as provision to meet the Childcare and Early Years Act ratios can be made.

10.04 Definition of Grievance

It is understood that in the case of complaints by individuals that the Union will encourage employees to give their supervisor an opportunity to deal with a complaint prior to resorting to the Grievance Procedure outlined herein.

Likewise, a supervisor shall be encouraged to speak to an employee about any complaint before putting said complaint to writing.

10.05 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible and, in the order, as set out below.

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

Step 1

It is understood that an employee has no grievance until she has given her Supervisor the opportunity of addressing her complaint. All grievances must be made within thirty (30) days from the time it came or ought to have come to attention of the employee, failing which it shall be barred from the grievance procedure. If such complaint is not settled to the satisfaction of the employee concerned within five (5) working days, then the following steps may be invoked in order.

Step 2

The complaint will be prepared as a written grievance within five (5) working days following the expiration of the time to resolve the complaint in Step 1. Such grievance will state the clause or clauses in the Agreement alleged to have been violated and will be dated and signed by the griever and will be presented to the Supervisor. After any necessary discussion, but within five (5) full working days, unless a longer period be agreed upon by the parties, the Supervisor will give her answer in writing.

Step 3

If the grievance is still not settled, the Union will present the written grievance to a designated member of the Board of Directors within five (5) working days after receiving the answer in Step 2. The Parent Board of Directors shall consider the grievance at its next monthly meeting and shall render its decision within five (5) working days after the meeting. Where there is no meeting scheduled, an emergency meeting shall be convened no later than thirty (30) days after receipt of the grievance.

Failing settlement at Step 3, either party may refer the grievance to a Board of Arbitration in accordance with Article 11. If arbitration is to be invoked, the request for arbitration must be made within five (5) working days after an answer has been given to the grievance in Step 3 above.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 2 of this Article may be by-passed. Where the Employer has a grievance, it shall present it in writing to the National Representative of the Union and such shall constitute Step 3 for that purpose.

10.07 Grievance on Health and Safety

An employee or a group of employees who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

10.08 Replies in Writing

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

10.09 Facilities for Grievances

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

10.10 Mutually Agreed Changes

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

10.11 Union may institute Grievances

The Union shall have the right to initiate the grievance procedure on behalf of any union member or group of union members and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

Article 11 - Arbitration

11.01 No matter may submitted to arbitration, which has not been properly carried through all earlier steps provided for in the Grievance Procedure.

11.02 Within ten (10) working days the Employer shall select one person, the Union one person. The two thus chosen shall select a third party who will act as Chairman and the Board thus constituted will hear the parties, confer and render a decision, said decision to be final and binding upon both parties to the Agreement. Upon failure to agree on the selection of the third, the matter shall be referred to the Ministry of Labour for the Province of Ontario, with the request that he appoint a Chairman. The expense of such a third party will be borne equally by both the Employer and the Union.

11.03 The Arbitration Board shall not be authorised to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

11.04 Notwithstanding the provisions of Article 11.02, the parties hereto may select one (1) person as an arbitrator to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a Board of Arbitration appointed under this Agreement.

11.05 Amending of Time Limits

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

11.06 No persons may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.

11.07 A claim by an employee that he has been unjustly discharged, shall be treated as a special grievance. The employee shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

11.08 Such special grievance may be settled under the grievance and arbitration procedures by:

- a) Confirming the Employer's action in discharging the Employee.

- b) Reinstating the employee with compensation and seniority for their time last; or
- c) By any other arrangement which is just in the opinion of the parties or the arbitration board if appointed.

Article 12 - Discharge, Suspension and Discipline

12.01 Discipline Procedure

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed:

The employee shall be notified in writing, by the Employer, with full disclosure of reasons, grounds for action, and/or penalty. If the employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Steward. The employee shall continue his/her employment with all rights and benefits while the Employer arranges a meeting with the Day care Personnel Committee, who shall render a decision within five (5) working days.

In cases of discharge and/or discipline, the burden of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

Child Abuse or mistreatment that is physical or mental, and negligence in the supervision of children to the detriment of their safety and well-being, may be subject to discipline up to and including immediate dismissal.

- 12.02 a) Prior to the imposition of any disciplinary action, the Employer shall notify the employee of the reasons for considering such action, unless the employee is a danger to him/herself and others. Whenever the employer or his authorised agent deems it necessary to discipline an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employees fail to bring his work up to a required standard by a given date, the employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.
 - b) Employees may receive a maximum of two (2) written warnings or letters of discipline as outlined above. For further infractions, the employee may be immediately; suspended without pay, or terminated. In all cases the third infraction will be reported to the Board of Personnel Committee who will render a final decision within five (5) working days.
- 12.03 The record of an employee shall not be used against her/him at any time after twelve (12) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

12.04 Right to have a Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action.

Where a supervisor or other Employer's representative intends to interview an employee for disciplinary purposes, the supervisor or representative shall notify the employee of that fact sufficiently in advance of the interview in order that the employee may arrange for her/his Steward to attend the interview.

12.05 Access to Personnel file

An employee shall have the right at any time to have access to and review her/his personnel file in the presence of the supervisor and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record. The file cannot be removed from the office, except for the purpose of photocopying with the supervisor present. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance procedure and the eventual resolution thereof shall become part of the employees' record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. To confirm that employees were aware of evidence, the employee and steward must sign each piece of evidence.

An employee shall have the right to make copies of any material contained in his/her personnel record.

Article 13 - Seniority

13.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of continuous service in the employ of 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 commenced, and their total hours of paid employment. An up - to - date seniority list shall be sent to the Union and posted within the day care centre in January of each year.

13.03 Probation for Newly hired Employees

A newly hired employee shall be on probation for a period of three (3) months from the date of hiring. After successful completion of the probationary period seniority shall be effective from the original date of employment. Probationary employees shall not have the right to grieve discharge. The probationary period may be extended three (3) months upon agreement of the Union and Management.

Effective January 1st, 2017 a newly hired part time employee shall be on probation for a period of three hundred and twenty-five (325) hours worked from date of hire and shall accrue (1) year seniority for every thirteen hundred (1300) hours worked.

13.04 Loss of Seniority

Seniority shall be considered terminated and an employee shall be deemed to have quit her employment if she:

- a) voluntarily leaves the employment of the Employer, provided it has not been rescinded within three (3) days;
- b) is discharged for just cause;
- c) is absent from work for more than three (3) working days without prior notification to the Employer;
- d) fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to her last list address with the Employer, unless agreed to otherwise by both parties.
- e) fails to return to work upon conclusion of a leave of absence unless her failure to return is for reasonable cause;
- f) fails to take a medical examination as required by the Childcare and Early Years Act by a qualified medical practitioner within thirty days (30) of the request; and
- g) is not recalled to work within a twenty-four month period after her layoff.

13.05 It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

13.06 Where possible employees who wish to voluntarily terminate their employment, shall give in writing not less than one (1) month notice to the Supervisor/Director.

Article 14 - Promotions and Staff Changes

14.01 Job Postings

When a job vacancy occurs, or a new position is created within the bargaining unit the Employer will post a notice with respects to such job on the bulletin board for five (5) working days so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of a vacancy. It is understood that the Employer may fill the job on a temporary basis. Notwithstanding the above, all vacancies shall be filled within four (4) weeks of the original posting.

14.02 Information in Postings

Such notice shall contain the following information:

Nature of position including shift and age group, qualifications, required knowledge and education, skills and salary rate or range.

14.03 Union Preference

Outside applications for any advertised vacancy shall not be considered until such time as applications of present union members at the Day Care Centre have been fully processed in accordance with this Article.

14.04 Role of Seniority in Promotions and Transfers

If in the opinion of management, which opinion shall not be made in a manner which is arbitrary, discriminatory or in bad faith, the skill, ability, experience and qualification are relatively equal between two (2) or more employees, seniority shall be the deciding factor when decisions are made with regard to promotions, transfers or staff changes within the bargaining unit.

"One (1) bargaining unit member shall be appointed to every hiring committee and shall participate in all meetings and interviews. The bargaining unit shall select their representative to the hiring committee and will notify management in writing. The bargaining unit member chosen to sit on the hiring committee shall come from the same room in which there is an empty position. The bargaining unit representative shall not lose compensation for meetings held during the bargaining unit representative's shift. When this is not possible, the bargaining unit representative shall receive straight lieu time."

14.05 Trail Period

The successful applicant shall be notified within one (1) week following the end of the posting period. She/he shall be placed on trial for a period of up two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she/he shall be returned to her/his former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

14.06 Notification to Employee and Union

Within fourteen (14) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

14.07 Transfer to Employees

Staff are not normally required to transfer to work with other children.

Article 15 - Layoffs and Recalls

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or regular hours of work.

15.02 Role of Seniority of Layoffs

Both parties recognise that a job security shall increase in proportion to length of service. Employees shall be laid off in the reverse order of their seniority always provided that the remaining job shall continue to be filled with qualified employees in accordance with the Childcare and Early Years Act.

15.03 Recall Procedures

Employees shall be recalled in order of their seniority provided employees are qualified in accordance with the Childcare and Early Years Act.

15.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall subject to employees being qualified under the Childcare and Early Years Act.

15.05 Advance Notice of Layoff

The Employer shall provide one (1) month notice of layoff to the employee. If the employee has not had the opportunity to work the days provided in this article, he shall be paid for the days for which work was not made available.

Article 16 - Hours of Work

16.01 Regular Daily and Weekly Hours

Daily hours of work shall be eight (8) hours per day. The regular weekly hours shall be forty (40) hours per week, Monday to Friday. Employees who work split shift will work no less than five (5) hours per day or twenty-five (25) hours per week.

Employee shifts shall not be scheduled after 6:00 p.m.

16.02 Lunch Break

There shall be a one (1) hour lunch break every working day. One half hour is paid and one-half hour is unpaid.

16.03 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 and shall not be changed without mutual consent, except in cases of emergency.

16.04 Paid Rest Periods

All employees shall be given one (1) paid rest period of fifteen (15) minutes in the first and one in the second half of their daily shift in an area made available by the Employer. If mutually agreed to between the parties the two (2) rest periods shall be combined. Part time employees shall receive one (1) paid rest period of fifteen (15) minutes.

16.05 Employees who work forty (40) hours per week are eligible for a half (1/2) hour paid lunch and two fifteen (15) minute breaks during their daily shift.

16.06 Each full-time employee shall be allowed up to one and one half hours (1 1/2) per week for program preparation at a time, mutually agreed upon by the employer and the employee. Such employees shall remain on the Employer's premises during this period. RECE will be entitled to program time during summer, PD Days, March and Christmas breaks. Staff will be entitled to lieu time if it is not possible to schedule the time during working hours.

Article 17 - Overtime

17.01 Overtime Defined

- a) All time worked before or after regular workday shall be considered overtime. Overtime work must be approved by Management, unless such work was a result of Childcare and Early Years Act requirements.
- b) Overtime related to Board meetings and the Annual General meeting shall be offered to staff on a rotating basis. Staff who do not want to work overtime related to the Board meetings and the Annual General meeting shall notify the Employer in writing and shall be removed from the rotation.
- c) Whenever there are hours available, management shall offer the hours to part-time employees before calling in supply employees.

17.02 Overtime Rate

Overtime work shall be paid on an hour per hour basis. Staff may voluntarily choose to take lieu time rather than pay on their pay cheque. Employees will not be requested to work over forty-four (44) hours per week.

17.03 It is agreed that parental tardiness after the centre has closed for the day does not qualify under the overtime provisions of this article. In such circumstances, the employee shall receive a late fee payment of \$3.00 per minute from 6:01 to 6:05 p.m. and \$5.00 per minute from 6:06 p.m. onwards. The Employer is responsible for paying staff late fines due to parental tardiness. Late fines will be calculated into staff pay cheques and appropriate taxes to be deducted.

17.04 Compensation for Staff Meetings

If staff are required to attend meetings after normal working hours, they shall receive lieu time for such hours worked.

Article 18 - Holidays

18.01 Paid Holidays

The Employer recognises the following as paid holidays for all employees:

New Year's Day Good Friday Easter Monday Victoria Day Canada Day Family Day
Civic Holiday Labour Day Thanksgiving Day Christmas Day Boxing Day and any other
day declared or proclaimed as a holiday by the Federal or provincial.

The observance of religious holidays will be permitted, and provisions made for time necessary to attend religious services. These days may be taken out the employees' vacation bank.

Part-time employees shall receive compensation for Statutory pay on a prorated basis based on regular scheduled working hours.

As of January 1, 2013, there shall be a five dollar (\$5.00) per minute late fee for each family effective 1:00 PM on Christmas and New Year's Eve when the Centre closes at 1:00 pm.

18.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day the Employer shall declare another day to be the holiday for the purpose of this Agreement, or an extra floating holiday will be allotted for the employees' future use.

Article 19 - Vacations

19.01 Length of Vacation

All full-time employees, who have completed their probationary period of employment, shall be entitled to vacation with pay in accordance with years of service as follows:

One (1) to four 4 years 15 days

Four (4) to ten (10) years 20 days

After ten (10) years 25 days

On 15 years of employment, staff shall be entitled to six (6) weeks vacation.

Part time Employees shall be entitled to:

One (1) to four (4) years six percent (6%)

Four (4) to ten (10) years eight percent (8%)

After ten (10) years ten percent (10%)

During the summer vacation period (July 1st - Labour Day), employees shall be entitled to take vacation in single day units, if no other permanent staff member is away from their room. Single days will not be assigned by seniority. Full week vacation request will take precedence over single days.

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 The Employer shall post a vacation schedule by May 15th, for employees to indicate their vacation preference on. Employees shall indicate their vacation preference by June 1st. The Employer shall post a finalised vacation schedule by June 15th • Where there is a conflict over a vacation request, seniority shall govern. After June 1, employees shall be granted vacation on a first come basis. It is understood that only one staff member per room may be allowed vacation at the same time.

19.04 Carry Over of Vacation

During the regular school calendar year, notice of vacation must be given to the supervisor in writing two weeks before the scheduled vacation time. When vacation is taken for the summer months of July and August, a written notice must be given to the supervisor no later than May 15. The employee must sign the written vacations notices. The Employer will post a finalized vacation schedule by June 1 indicating holidays booked for the months of July and August. Where there is a conflict over a vacation request, seniority shall govern. It is understood that only one staff member per room may be allowed vacation at the same time.

19.05 It is understood that all vacation credits will routinely be used in blocks of five (5) working days. In the event that an Employee requests the use of separate vacation days, such request will be made with at least one week's notice. At no time will any Employee be allowed to use more than five (5) separate vacation days per year.

Article 20 - Sick Day Provisions

20.01 Sick Day Defined

- a) Sick days means the period of time an employee is unable to attend work due to an illness, accident or while under the care/examination of a doctor, dentist, or specialist.
- b) Where an employee is the victim of an accident at work and so suffers an injury requiring professional attention, the centre agrees that there will be no loss of pay or sick day on the day of the accident. Employees are covered under Workers Compensation Benefits or/and long-term Disability in the Benefits Package.

20.02 Amount of Paid Sick days

Sick days shall be earned the rate of one and one quarter (1 1/4) days for every month (18 days in total) of full time active continuous service plus an additional float day for personal use.

Part-time employees who work 20 to 25 hours per week, shall be entitled to maximum of eight (8) sick days per year plus an additional float day for personal use.

Part time employees who work less than 20 hours per week, shall be entitled to a maximum of three (3) sick days per year plus an additional float day for personal use.

It is understood that employees who work less than forth (40) hours per week paid according to their normally scheduled hours.

20.03 Accumulation of Sick days

There shall be a carryover of sick days from year to year up to a maximum of sixty (60) days. At the end of the calendar year the employee shall be entitled to use, or carry over unused sick days as either sick or lieu time.

20.04 An employee shall be allowed to use sick days per year from their unused portion of theirsick days when member of her/his immediate family (child, spouse or common law spouse) are sick for current year. The Employer may require proof of such illness, at the Employee's expense.

20.05 Deductions from Sick days

- a) A deduction shall be made from the unused portion of an employee's sick days for all normal working days (exclusive of holidays) absent on sick leave. If an employee has no sick days any sick time taken will be taken either unpaid or from any accumulated time the employee may have.
- b) An employee must inform the Supervisor/Director the evening before or no later than thirty (30) minutes before the daycare opens on the sick day in order that the centre can meet staff requirements within the Childcare and Early Years Act.
- c) Where the sickness will affect the afternoon portion of a split shift or a part timer who works in the afternoon only the employee will notify their supervisor or Director before leaving the daycare or by 9am except with a reasonable explanation.

Where possible, the employees are encouraged to provide the Supervisor/Director twenty-four (24) hours advance notice if the illness will last more than one (1) day.

20.06 Proof of Illness

An employee shall be required to produce a certificate, at their own expense, from a medical practitioner certifying that she/he was unable to carry out her/his duties due to illness for an absence of three (3) or more consecutive working days. The medical note must confirm how long the absence is expected to last and when the employee is expected to return.

20.07 Sick Days During Layoff

When an employee is laid off on account of lack of work, she/he shall not receive sick day credits for the period of such absence.

20.08 Sick Day Records

The Employer will advise each employee, monthly, in writing of the amount of sick days used to date.

20.09 Employees who are required to attend a medical examination by the Employer will be granted a leave of absence with no loss of pay for such attendance provided the employee loses time from his regular scheduled working hours. The Employer agrees to pay, up to fifty dollars (\$50.00) per employee, any physician fees for medical examinations/certificates which are not payable under the terms of the health and welfare plans set out herein and which were requested by management.

20.10 Quarantine

The Director or designate may grant paid leave days other than that limited to three (3) days in R.1.6 without loss of salary and without deductions from sick leave credits for the purpose of: Quarantine or other order of the Medical Officer of Health or Ministry of Labour.

Article 21 - Leave of Absence

21.01 Grievance and Arbitration Pay Provisions

The aggrieved employee and the shop Steward of the Union shall not suffer any loss of pay or benefits for the total time reasonably involved in the processing of a grievance.

21.02 Leave of Absence for Union Functions

Upon written request to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay but with benefits. Each absence shall not exceed two (2) weeks, for the duration of this contract.

21.03 Paid Bereavement Leave

An employee shall be granted a leave of absence without loss of pay for the three (3) consecutive working days immediately following the death of a parent, wife, husband, brother, sister, child, or common law spouse, son/daughter/mother/father/brother/sister-in-law, grand parent, or grand child provided that such days were scheduled working days for the employee.

Employees will be granted two (2) additional days of leave if the employee attends the burial which takes place outside of the province.

21.04 Maternity Leave and Adoption Leave

Maternity Leave as a Right

Maternity leave and adoption leave shall be granted as a right. The Employer shall not unreasonably deny the pregnant employee the right to continue employment during the period of pregnancy.

21.05 Maternity leave shall cover a period of up to eighteen (18) months and may begin before or after the birth of a child. During the first eighteen (18) months, full seniority shall accumulate, and the employer shall pay all benefits. The employer and the employees will continue to pay the agreed contribution to the Pension Plan.

21.06 When an employee decides to return to work, after maternity leave, she shall provide the Employer with at least one (1) month's notice. On return from maternity leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position of equal rank and value at the same rate of pay.

21.07 Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Reason

Moving own household

Jury or witness duty

Leave of Absence One (1) day

Should an employee, who would otherwise be at work, be required to appear in court or before a similar body for the purpose of jury duty or as a witness, the Board of Directors shall grant leave with pay to the employee with prior notice. Any stipend received for this duty shall be turned into the Centre.

21.08 General leave

A permanent employee may request an extended leave of absence if she so desires. The request shall be in writing and communicated to the Board at least one (1) month prior to the commencement of such leave of absence unless mutually agreed to otherwise. Leave of absence under this provision shall be at the discretion of the Board. Such leaves of absence will proceed without pay, but with benefits and accumulated seniority.

21.09 Leave of Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall after notifying the supervisor receive an immediate leave of absence in the event that a known or suspected case of German measles occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a maximum period of two (2) weeks. An employee shall only be entitled to one (1) such leave per pregnancy.

- 21.10 a) The Employer recognises the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority but with no salary 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 loss of seniority during his terms of office.

- c) An employee who is elected or selected for a position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request by the employee and with written approval by the Board of Directors.

21.11 It is understood that an employee who has been on any leave of absence, provided within this Article, shall notify Management at least one (1) month prior to the end of the leave of their intention to return to work.

21.12 The Employer shall enroll in a Supplemental Benefit plan with Service Canada which shall top up an employee's wages while on EI sick benefits by an amount of twenty-five (25%).

21.13 Family Caregiver Leave (ESA S.49.3)

In addition to any provision of this agreement that may provide for a leave that might be used as Family Caregiver leave (such as Article 21.08), the following clause is applicable to all employees regardless of length of service and regardless of whether full-time, part-time, or temporary:

- (a) Family caregiver leave will be granted to employees to care or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. Employees shall be granted up to 8 weeks of unpaid leave per calendar year per family member in accordance with Section 49.3 of the Employment Standards Act 2000.
- (b) An employee on family caregiver leave shall continue to accumulate seniority and service for all purpose.
- (c) An employee on family caregiver leave shall be reinstated to his/her former duties upon his/her return from leave.
- (d) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 23.01 which the employee would otherwise be entitled to.

21.14 Critically Ill Child-Care Leave (ESA S. 49.4)

In addition to any provision of this agreement that may provide for a leave that might be used as a leave to care for or support a critically ill child (such as Article 21.08), the following clause is applicable to all employees who have been employed for at least six (6) consecutive months.

- (a) Employees shall be granted up to 37 weeks of unpaid leave to care or support a child whose life is at risk as a result of an illness or injury in accordance with section 49.4 of the Employment Standards Act 2000.
- (b) An employee who is on Critically Ill Child Care Leave shall continue to accumulate service and seniority for all purposes.
- (c) An employee on Critically Ill Child Care Leave shall be reinstated to their former position upon his/her return from leave.

- (d) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 23.01 which the employee would otherwise be entitled to.
- (e) The Employer agrees to advise employees who are planning to take this leave that parents who take leave from work to provide care or support to their critically ill child may be eligible to receive Employment Insurance (EI) special benefits for Parents of Critically Ill Children.

21.15 Leaves Available under the Employment Standards Act

Employees will also be eligible for leaves of absence under the Employment Standards Act, 2000, including:

- 49.1 Family medical leave
- 49.2 Organ donor leave
- 49.5 Crime-related child death or disappearance leave
- 50.0 Personal emergency leave
- 50.1 Emergency leave, declared emergencies
- 50.2 Reservist leave

Article 22 - Payment of Wages and Allowances

22.01 Pay Days

Employees shall be paid on the 15th and 31st of the month. Pay will be directly deposited into employee's bank account.

22.02 Equal Pay for Work of Equal Value

The Employer agrees to initiate a pay equity plan, and submit the plan to the union, as ordered by the pay equity commission on November 1, 1993.

22.03 Rate of Pay on Promotion or Reclassification

- a) When an employee temporarily relieves in or performs the principal duties of a higher paying position, he shall receive the minimum rate for the position. This clause will only be applied where the length of temporary transfer is more than one (1) consecutive working day. It is understood that nonqualified employees cannot replace qualified employees. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- b) Notwithstanding the above, whenever the supervisor of the centre is absent the Assistant Supervisor shall oversee the running of the centre in accordance with the duties listed on the Assistant Supervisor's Job Description.

- c) Notwithstanding the above, whenever the cook is absent from the centre, a designate cook shall be selected from among the staff to replace her. The designate shall be selected on a rotating basis. Staff who do not want to fulfill the cook's position shall notify the employer in writing and shall be removed from the rotation.
- 22.04 When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his rate shall not be reduced.
- 22.05 Field Trips
Any pre-authorized costs associated with an Employee participating in a field trip will be borne by the Employer. The Employer will pay for all admission and transportation costs for the Employee on field trips.
- 22.06 Long Service Bonus
In the year an employee reaches twenty-five (25) years service with the Centre, she/he will receive a Long Service Bonus of five hundred dollars (\$500.00) after deductions in the year she/he reaches twenty-five (25) years of service, in that year only. This amount will apply to full-time employees, with the understanding that the amount for part-time employees will be pro-rated based on the hours a part-time employee worked in the preceding year.

Article 23 - Employee Benefit Plans

- 23.01 The Employer agrees to pay one hundred percent of the billed premium for each full-time employee in active continuous service and who has completed his probationary period of the benefits plan listed in schedule "B". Part time employees shall have their benefits pro-rated based on average number of hours worked. It is understood that fifty percent (50%) of the premium comes from the direct operating grant. In the event that the grant is reduced or eliminated the Union and Management shall meet to discuss options for the maintenance of these benefits.
- 23.02 Full time employees of the daycare who have children and would like his/her child(ren) to attend the daycare, shall be entitled to a discount equal to but not less than the subsidy per diem rate on childcare.
- 23.03 Pension Plan
Effective January 1, 2003, the employer will make a four (4%) contribution to a registered pension plan (MSPP) for all unionized staff. Effective January 1, 2015, the employee's contribution to the pension plan will be 4% of gross earnings.

Article 24 - Job Classification and Reclassification

24.01 Job Descriptions and Performance Evaluation Plans

The Employer agrees to draw up job descriptions and Performance Evaluation plans for all positions for which the Union is bargaining agent. These shall be presented and

discussed with the Union and shall become the recognised job descriptions and Performance Evaluation Plan unless the Union presents written objections within thirty (30) days.

24.02 No Elimination of Present Classifications

Existing classifications, ECE, Assistant ECE, and cook/Housekeeper, shall not be eliminated or changed without prior agreement with the Union.

24.03 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.

24.04 Restrictions on Contracting Out

An employee assigned, promoted, or reclassified 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/her performs that job.

Article 25 - Health and Safety

25.01 The Union and the Employer shall co-operate in establishing rules and practices which will provide protection from factors adverse to employee health and safety.

25.02 Upon presentation of receipts, the Employer shall reimburse an employee for the cost of head lice shampoo when employees are required to use it due to a problem at the day care. The employee shall advise the Supervisor in advance.

25.03 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at her/his regular rate of pay, without reduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.

25.04 Transportation of Accident Victims

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

25.05 Right to Refuse and No Disciplinary Action

No employees shall be discharged, penalised or disciplined for refusing to work on a job or in any workplace or to operate any equipment where she/he believes that it would be unsafe or unhealthy for herself/himself, an unborn child, children in care, or where it would be contrary to the applicable Federal, Provincial or Municipal health and safety legislation or regulations. 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.

25.06 Workers Compensation

The Employer agrees to register and pay one hundred percent (100%) of the premiums of a Workers Compensation Plan to cover all its employees.

25.07 Each employee shall clean her/his room and perform program duties for one (1) day in August or the first week of September. Staff shall use one (1) day of sick leave in order to perform this work.

25.08 Accommodation

The Employer and the Union both recognize their obligations under the Human Rights Code to attempt to accommodate and Employees who is incapable, due to disability to perform the essential duties or meet the essential requirements of his/her job. The Employee has an obligation to provide satisfactory medical evidence to the Employer concerning his/her incapability or restrictions.

Accommodation may include assigning or transferring the work, job sharing, part-time work, assigning light duties, etc. It is understood that this shall not be used to transfer bargaining unit employees into Supervisory duties.

25.09 Accommodation During Pregnancy

Where working conditions may be hazardous to the unborn child or to the pregnant Employee, and where the Employee has submitted a medical note verifying the pregnancy and outlining her specific restrictions during pregnancy, the Employee shall be entitled to transfer to another position, if available, provided the Employee is capable of performing the essential duties of that position. Such transfer shall be granted without regard to seniority unless more than one person is seeking a transfer to the same position pursuant to this article, in which case seniority shall be the determining factor. It is understood that this shall not be used to transfer bargaining unit employees into Supervisory duties.

Article 26 - Job Security

26.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non - unit employee including work fare participants.

Article 27 - Child Adult Ratio

27.01 The Employer and the Union agree that a reasonable ratio of adults to children in the 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 to abide by the Childcare and Early Years Act, 2014 as a minimum standard.

Article 28 - Professional Development

28.01 Professional Development

- (a) All Employees shall receive up to two hundred & Fifty dollars (\$250.00) per calendar year towards courses or seminars directly related to the early childhood education field. Courses and seminars shall be mutually agreed upon by the employer and employee prior to registration. Employees shall be reimbursed upon submission of proof of successful completion of the course/seminar. Employees shall be entitled to paid time off to attend any workshop/seminar, which is scheduled during their normal working day/week.
- (b) Placement

Employees enrolled in the Early Childhood Education program who are required to complete a placement, shall be granted a leave of absence without pay at a mutually agreeable time for such time. While on such leave, seniority and benefits shall continue to accumulate.
- (c) Employees who are required to supervise students for replacements within the centre, shall receive one (1) hour of paid time off for the purpose of preparing reports/evaluations.

28.02 All Employees are encouraged to participate in two (2) Professional Development activities per year. These activities may include, without limitations, workshops, conferences, outside agency and internal Centre visits, presentations, lectures, evaluation of program materials and enrolment in early childhood education related courses. Activities which involve registration fees and the attendance at events during the workday are subject to the advance written approval by the Employee's Supervisor. Where an Employee is authorized to attend such events, then, the Employer shall pay the registration fees, and where such attendance is on what would otherwise be working time for the Employee, then, such time shall be considered as time worked by the Employee.

The Employer will reimburse employees who have past probation the full cost of annual licensing fees with the College of Early Childhood Educators, with the understanding that an employee must provide proof of payment prior to being reimbursed.

28.03 College of ECE

Where a vacancy occurs because the College of Early Childhood Educators has suspended the license of an ECE employee, the Daycare shall refrain from posting a full-time regular position to replace the suspended employee during the one year period following the date of the employee's suspension by the College of Early Childhood Educator's.

Should an employee be denied licence or be suspended, by the College of the ECE, the employee shall continue to work at the ELC at their rate but may be transferred to work in a room where Childcare and Early Years Act 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, the employee shall have the right to exercise their seniority and transfer to a lower classification. Should there be no position available, they shall be placed on layoff. Once the employee has met the requirements for license they shall be returned to their former position.

Employees have the right to refuse any directive by their employer which violates their professional code of ethics or standards or practice (as set out by the CECE). The employee must advise their supervisor in writing of their refusal including the specific violations. The employer may contact the CECE to get clarification to resolve the issue. Employees who exercise their rights under this article shall not be disciplined.

- 28.04 Up to two (2) employees shall be permitted to attend Board meetings. When a designate employee attends a Board meeting, the designate employee shall be entitled to lieu time. The employees will designate among themselves who shall attend the meetings. When the designate employees cannot attend the meeting, another employee shall step in and get the lieu time.

Article 29 - General Conditions

29.01 Bulletin Boards

The Employer shall provide access to a bulletin board for the purpose of allowing the Union to post notices of meetings. Such notices shall have the approval of management before being posted and such approval shall not be unreasonably withheld.

29.02 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of reference on request.

Article 30 - General

30.01 Plural or 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 required.

Article 31 - Term of Agreement

31.01 Duration

This Agreement shall be binding and remain in effect **from January 1, 2019 to December 31, 2023**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31, in any year that it desires its termination or amendment.

31.02 Changes in Agreement

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

Dated Nov. 15 2021 in the City of Toronto.

FOR THE UNION

Jeremiah

Alicia Johnson

Debra Macdonald

FOR THE EMPLOYER

Manduca

Yip

SCHEDULE "A"

Whenever the Supervisor or Assistant Supervisor is absent from the centre for a full day or more, a Designate shall be designated and shall receive a top up of two dollar (\$2) per hour.

There will be one designate and one alternate. The Designate positions shall be posted and Employer shall offer the position to two (2) RECE staff, in order of seniority of those who applied.

The Employer agrees to apply for the Provincial Wage Enhancement Grant.

2019 Grid

		Year 1	Year 2	Year 3	Year 4
Assistant Supervisor	Salary	\$ 57,245.35	\$ 59,092.65	\$ 60,377.64	\$ 62,126.48
	Hourly	\$ 29.36	\$ 30.30	\$ 30.96	\$ 31.86
	Step Increase		3.23%	2.17%	2.90%
RECE	Salary	\$ 52,529.89	\$ 54,378.20	\$ 55,542.41	\$ 57,148.14
	Hourly	\$ 26.94	\$ 27.89	\$ 28.48	\$ 29.31
	Step Increase		3.52%	2.14%	2.89%
ECA	Salary	\$ 40,215.92	\$ 41,472.49	\$ 42,784.88	\$ 43,608.05
	Hourly	\$ 20.62	\$ 21.27	\$ 21.94	\$ 22.36
	Step Increase		3.12%	3.16%	1.92%
Housekeeper/Cook	Salary	\$ 32,105.47	\$ 33,209.79	\$ 34,369.93	\$ 35,101.75
	Hourly	\$ 16.46	\$ 17.03	\$ 17.63	\$ 18.00
	Step Increase		3.44%	3.49%	2.13%

All salaries and rates include Pay Equity Adjustment

Staff move along the grid annually on their anniversary date.

Salaries and hourly rates do not include the provincial wage enhancement grant.

Eligible staff and payment details included in letter of understanding.

2020 Grid

		Year 1	Year 2	Year 3	Year 4
Assistant Supervisor	Salary	\$ 59,020.53	\$ 60,895.53	\$ 62,199.80	\$ 63,974.88
	Hourly	\$ 30.27	\$ 31.23	\$ 31.90	\$ 32.81
	Step Increase		3.18%	2.14%	2.85%
RECE	Salary	\$ 53,317.84	\$ 55,193.88	\$ 56,375.54	\$ 58,005.36
	Hourly	\$ 27.34	\$ 28.30	\$ 28.91	\$ 29.75
	Step Increase		3.52%	2.14%	2.89%
ECA	Salary	\$ 41,735.65	\$ 43,011.07	\$ 44,343.15	\$ 45,178.67
	Hourly	\$ 21.40	\$ 22.06	\$ 22.74	\$ 23.17
	Step Increase		3.06%	3.10%	1.88%
Housekeeper/Cook	Salary	\$ 32,587.05	\$ 33,707.93	\$ 34,885.48	\$ 35,628.27
	Hourly	\$ 16.71	\$ 17.29	\$ 17.89	\$ 18.27
	Step Increase		3.44%	3.49%	2.13%

All salaries and rates include Pay Equity Adjustment

RECE position has achieved pay equity target - therefore pay equity adjustment required.

Staff move along the grid annually on their anniversary date.

Salaries and hourly rates do not include the provincial wage enhancement grant.

Eligible staff and payment details included in letter of understanding.

2021 Grid

		Year 1	Year 2	Year 3	Year 4
Assistant Supervisor	Salary	\$ 60,861.33	\$ 62,764.47	\$ 64,088.30	\$ 65,890.00
	Hourly	\$ 31.21	\$ 32.19	\$ 32.87	\$ 33.79
	Step Increase		3.13%	2.11%	2.81%
RECE	Salary	\$ 54,117.60	\$ 56,021.78	\$ 57,221.18	\$ 58,875.44
	Hourly	\$ 27.75	\$ 28.73	\$ 29.34	\$ 30.19
	Step Increase		3.52%	2.14%	2.89%
ECA	Salary	\$ 43,317.19	\$ 44,611.74	\$ 45,963.80	\$ 46,811.85
	Hourly	\$ 22.21	\$ 22.88	\$ 23.57	\$ 24.01
	Step Increase		2.99%	3.03%	1.85%
Housekeeper/Cook	Salary	\$ 33,075.85	\$ 34,213.55	\$ 35,408.76	\$ 36,162.70
	Hourly	\$ 16.96	\$ 17.55	\$ 18.16	\$ 18.54
	Step Increase		3.44%	3.49%	2.13%

All salaries and rates include Pay Equity Adjustment

RECE position has achieved pay equity target - therefore pay equity adjustment required.

Staff move along the grid annually on their anniversary date.

Salaries and hourly rates do not include the provincial wage enhancement grant.

Eligible staff and payment details included in letter of understanding.

2022 Grid

		Year 1	Year 2	Year 3	Year 4
Assistant Supervisor	Salary	\$ 61,774.25	\$ 63,705.93	\$ 65,049.62	\$ 66,878.35
	Hourly	\$ 31.68	\$ 32.67	\$ 33.36	\$ 34.30
	Step Increase		3.13%	2.11%	2.81%
RECE	Salary	\$ 54,929.37	\$ 56,862.11	\$ 58,079.49	\$ 59,758.57
	Hourly	\$ 28.17	\$ 29.16	\$ 29.78	\$ 30.65
	Step Increase		3.52%	2.14%	2.89%
ECA	Salary	\$ 43,966.95	\$ 45,280.91	\$ 46,653.26	\$ 47,514.02
	Hourly	\$ 22.55	\$ 23.22	\$ 23.92	\$ 24.37
	Step Increase		2.99%	3.03%	1.85%
Housekeeper/Cook	Salary	\$ 33,571.99	\$ 34,726.75	\$ 35,939.89	\$ 36,705.14
	Hourly	\$ 17.22	\$ 17.81	\$ 18.43	\$ 18.82
	Step Increase		3.44%	3.49%	2.13%

Pay Equity not included for application positions

RECE position has achieved pay equity target - therefore pay equity adjustment required.

Staff move along the grid annually on their anniversary date.

Salaries and hourly rates do not include the provincial wage enhancement grant.

Eligible staff and payment details included in letter of understanding.

2023 Grid

		Year 1	Year 2	Year 3	Year 4
Assistant Supervisor	Salary	\$ 62,700.87	\$ 64,661.52	\$ 66,025.37	\$ 67,881.53
	Hourly	\$ 32.15	\$ 33.16	\$ 33.86	\$ 34.81
	Step Increase		3.13%	2.11%	2.81%
RECE	Salary	\$ 55,753.31	\$ 57,715.04	\$ 58,950.69	\$ 60,654.95
	Hourly	\$ 28.59	\$ 29.60	\$ 30.23	\$ 31.11
	Step Increase		3.52%	2.14%	2.89%
ECA	Salary	\$ 44,626.45	\$ 45,960.13	\$ 47,353.06	\$ 48,226.73
	Hourly	\$ 22.89	\$ 23.57	\$ 24.28	\$ 24.73
	Step Increase		2.99%	3.03%	1.85%
Housekeeper/Cook	Salary	\$ 34,075.57	\$ 35,247.66	\$ 36,478.99	\$ 37,255.71
	Hourly	\$ 17.47	\$ 18.08	\$ 18.71	\$ 19.11
	Step Increase		3.44%	3.49%	2.13%

Pay Equity not included for application positions

RECE position has achieved pay equity target - therefore pay equity adjustment required.

Staff move along the grid annually on their anniversary date.

Salaries and hourly rates do not include the provincial wage enhancement grant.

Eligible staff and payment details included in letter of understanding.

Letter of Understanding #1

~between~ Brookhaven Child Care Centre

~and~

CUPE and its Local 2484-24

This will confirm the understanding of the parties with respect to Schedule "A".

In the event that a salary grant other than the Direct Operating Grant is allocated to the Day Care Centre, the Employer undertakes to distribute the said grant to eligible employees according to the guidelines set forth by the granting agency and with the agreement of the employees with respect to how the grant is proportioned. The distribution of said grant will be done within one month of the receipt of the moneys unless otherwise agreed to by both parties.

While the distribution of said grant shall be done as equitably as possible within the above noted time frame, should any funds be left over these funds shall be redistributed to all eligible employees with approximate interest.

Dated Nov. 15, 2021 in the City of Toronto.

FOR THE UNION

Terrence
Alicia
Debra Macdonald

FOR THE EMPLOYER

M. Manduca
Y. J.

Letter of Understanding #2

"between"

Brookhaven Child Care Centre

"and"

CUPE and its Local 2484-24

This will confirm the agreement of the parties that in the event the City of Toronto provides a further increase in per diem money the money will flow as a bonus during the term of the contract.

This letter of Understanding shall form part of the Collective Agreement and shall be fully enforceable under grievance and arbitration.

Dated Nov. 16, 2021 in the City of Toronto.

FOR THE UNION

Jerome

Alicia

Reda Macdonald

FOR THE EMPLOYER

Manuela

Yip

Letter of Understanding #3

~between"

Brookhaven Child Care Centre "and"

CUPE and its Local 2484-24

Pay Equity

The Union would like a written record to demonstrate the maintenance of Pay Equity to date.

Dated Nov. 15, 2021 in the City of Toronto.

FOR THE UNION

[Signature]

Alicia [Signature]

[Signature]

FOR THE EMPLOYER

[Signature]

[Signature]

Letter of Understanding #4

~between Brookhaven Child Care Centre

~and tv

CUPE and its Local 2484-24

Domestic Violence

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed two (2) months.

Dated Nov 15, 2021 in the City of Toronto.

FOR THE UNION

Alicia Z. Sh

Alicia Z. Sh

Isabel Macdonald

FOR THE EMPLOYER

Manduca

Yij

Letter of Understanding #5
between Brookhaven Child Care Centre

and

CUPE and its Local 2484-24

Closing Procedure

Closing process will be at least two (2) staff (1 RECE and 1 Non ECE) for closing from each of the following programs - Main Site, FDK Program, and School Age Program (two (2) staff from each program), and will be shared on a rotating basis.

Dated Nov 15 / 2021 in the City of Toronto.

FOR THE UNION

Terrence
Alicia Bosh
Debra Macdonald

FOR THE EMPLOYER

[Signature]
[Signature]

Letter of Understanding #6

between Brookhaven Child Care Centre

and

CUPE and its Local 2484-24

Pre-Paid Leave Plan:

The Employer will provide an opportunity for all employees to participate in a pre- paid leave plan. This means that an employee will be able to elect to defer her/his salary, while continuing to work, with the understanding that she/he will be eligible to continue being paid by the Employer while taking leave, on the following basis:

1. There will be a deferral period of four (4) years, where one fifth (1/5) of an employee's salary will be deferred. In other words, the employee will receive four fifths (4/5) of her/his salary during a four-year period. Years will be based on calendar years;
2. In the fifth (5th) year, the employee will be approved for a leave of absence, but will receive four fifths (4/5) of her/his salary during this leave of absence;
3. An employee will have the right to use this leave of absence at her/his option;
4. The Employer will hold the deferred salary with the understanding the monies will be used only to pay the employee during her/his leave of absence;
5. Any employee having one (1) years seniority with the Employer is eligible to participate;
6. An employee wishing to commence participation in the program must let the Employer know not later than October 31 of the year before she wishes to start having her salary deferred, with the understanding that the deferral of wages will start of January 1 of the next year;
7. On return from leave, the participant will be assigned to the participant's same position or, if the layoff provisions have application, the employee will be governed by the appropriate terms of the Collective Agreement. The salary level applicable following the participant's return will be applied.
8. Seniority will continue to accrue as through the employee was at work during the leave period.
9. Sick days will accrue as though the employee were being paid at full pay during the periods in which the employee is being paid at the reduced rate. Sick days will not accrue during the leave period, but any sick days in an employee's bank will be held until her return from leave during the leave period.
10. A participant may withdraw from the Plan at any time prior to the commencement of the leave. Upon withdrawal by the employee, the Employer shall pay to the employee a lump sum equal to monies deferred. Payment shall be as soon as possible, within thirty (30) days of withdrawal.

11. Should a participant die while enrolled in the Plan, any monies accumulated, will be paid to the employee's estate.

Dated Nov 15 2021 in the City of Toronto.

FOR THE UNION

[Signature]

Alicia [Signature]

[Signature]

FOR THE EMPLOYER

[Signature]

[Signature]

Letter of Understanding #7

"between"

Brookhaven Child Care Centre

"and"

CUPE and its Local 2484-24

In the event that the daycare achieves a surplus of money at year end, a portion of the money will flow as a bonus and will be divided equally among all employees. Any bonus will be paid to the employee when yearend has been established and approved by the Board of Directors with a January 3pt payout.

Dated Nov 15, 2021 in the City of Toronto.

FOR THE UNION

Terrence

Alina

Reed MacDonald

FOR THE EMPLOYER

M. MacDonald

Yin

Letter of Understanding #8

"between"

Brookhaven Child Care Centre "and"

CUPE and its Local 2484-24

Employment Equity

The Employer and the Union agree to co-operate in developing, implementing and monitoring an Employment Equity Program covering employees of the Centre. All components of the program will be jointly developed between the Employer and the Union.

The intent of the program is to identify and implement plans to remove any barriers that may exist, and to develop a plan to correct any barriers that create disadvantages for persons from the groups set out below in accessing employment or any rights under the Collective Agreement. This will include the identification of unintentional systemic barriers.

The designated groups include: Aboriginal/Indigenous people, Racialized people, LGBTQ and Transgender persons, Persons with disabilities and Women.

Dated Nov. 15, 2021 in the City of Toronto.

FOR THE UNION

[Signature]

Alicia [Signature]

[Signature]

FOR THE EMPLOYER

[Signature]

[Signature]

Letter of Understanding #9

~between~ Brookhaven Child Care Centre

~and~

CUPE and its Local 2484-24

Brookhaven Daycare Supplemental Benefit Plan - Sick Leave

1. The following group of employees is/are covered by the plan: All Full Time and Part Time permanent employees with one (1) year service.
2. The plan will supplement EI benefits for periods of unemployment caused by illness.
3. Verification that the employees have applied and are in receipt of EI benefits will be made before SUB payments are made.
4. The SUB plan is payable at ninety-five percent (95%) of the employee's normal weekly earnings while the employee is serving the two (2) week EI waiting period.
5. The SUB plan shall be topped up to a maximum of twenty-five percent (25%) of the employees qualifying employee's normal weeks earnings. In no case shall the weekly sub plan payment plus the gross amount of the EI benefit payment exceed ninety-five percent (95%) of the employee's normal weekly earnings.
6. The SUB benefit will be paid for seventeen (17) weeks.
7. The plan shall commence on January Pt, 2016.
8. Service Canada-SUB Program will be informed in writing of any change to the plan within thirty (30) days of the effective date of the change.
9. The plan will be financed by the Employers general revenues.
10. A separate record of all the SUB payments will be kept.

Dated Nov. 15, 2021 in the City of Toronto.

FOR THE UNION

Astere m...
Alicia B...
S...

FOR THE EMPLOYER

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y...

Letter of Understanding #10

~between~ Brookhaven Child Care Centre

~and~

CUPE and its Local 2484-24 Centre Budget and Financial Status

The Employer agrees that, during the term of this Collective Agreement, the following terms and conditions will be in effect:

1. The Centre will continue to provide to the Union all information that is related to the financial status of the Centre.
2. In addition, the Centre will communicate to the Union all steps it plans to take to address the debt that the Centre has. This will include all discussions with the City of Toronto (including the Child Care Consultant).

Dated Nov. 15, 2001 in the City of Toronto.

FOR THE UNION

[Signature]
Alicia Ph.
[Signature]

FOR THE EMPLOYER

[Signature]
[Signature]

Letter of Understanding #11

~between~ Brookhaven Child Care Centre

~and~

CUPE and its Local 2484-24 COVID-19 Closure 2020

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

WHEREAS the Government of the Province of Ontario announced on March 12, 2020 that publicly-funded schools would be closed for March Break and the two weeks following March Break (i.e. March 14, 2020 to April 5, 2020 inclusive) as a precautionary measure due to the COVID-19 virus;

AND WHEREAS the City of Toronto announced on March 13, 2020 that all school based childcare programs would be closed for the same period;

AND WHEREAS the Government of the Province of Ontario made an order on March 17, 2020 declaring an emergency under s 7. 0.1 (1) the Emergency Management and Civil Protection Act;

AND WHEREAS the primary concern for both the Employer and Union is the health and safety of all staff, management, and children under the care of Brookhaven.

AND WHEREAS the Parties wish to enter into a Letter of Understanding ("Agreement") to establish an agreement regarding conditions of employment, as well as temporary and exceptional health reporting requirements, during the period from March 14, 2020 until the Centre reopens or as otherwise contemplated below;

AND WHEREAS Article 2.03 mandates that any agreement that amends the terms of the collective agreement be negotiated with the Union;

NOW THEREFORE the Employer and Union agree as follows on a without prejudice or precedent basis:

1. No staff will be required to attend for work, and the Employer will close the Centre, as of March 16, 2020 until the Centre is legally and operationally able to reopen (the "Closure"). The Employer retains the right to assign reasonable work for employees to perform from home. Employees who cannot perform those duties must report and seek accommodations.
2. The Employer will apply for all funding available to it as a childcare centre specifically, and as an employer affected by the COVID-19 pandemic generally, including the CEBA.
3. The Employer will pay all staff for the regular scheduled hours of work they would have performed during the Closure, and all staff shall continue to be covered by all rights and benefits under the Collective Agreement unless otherwise specified in this Agreement.

4. The Employer shall deduct from each employee's accrued vacation, sick, and/or lieu days to pay the difference between the wages paid by the funding received by the Centre from all sources intended to be used specifically to pay staff wages and 100% of employees' wages, retroactive to March 16, 2020. For clarity, if the Centre receives only 75% of the funding to pay staff wages that it received prior to the closure, the Centre will deduct from employees' accrued vacation, sick, and/or lieu days an amount equal to 25% of the regularly scheduled hours of work they would have performed during the Closure. This amount shall be calculated taking into account any claw back of funding received by the Centre retroactive to March 16, 2020. The Union shall advise which accrued vacation, sick, and/or lieu day entitlements shall be deducted for each employee within 30 days of execution of this Agreement, failing which the Employer shall have discretion to determine from which entitlements to deduct.
5. Regardless of the funding received by the Employer, in respect of the fact that the bargaining unit received approximately seventeen (17) weeks of pay during a time when they were performing minimal work from home, the Employer shall deduct from each employee's accrued vacation days fifteen (15) paid vacation days.
6. All staff will be eligible to return to work as scheduled following the Closure, unless the parties agree to an extension, subject to the terms set out below.
7. The Employer will not discipline any employee for failure to attend for work during the Closure. However, an employee who cannot perform any reasonably assigned duties which can be performed from home, and who does not have a prearranged accommodation, may have a reduction in wages or layoff. The Employer retains management rights with respect to staff working remotely.
8. All staff will disclose any positive diagnosis for COVID-19, or symptoms of COVID-19 to the Union and the Employer.
9. Any staff who discloses a positive COVID-19 diagnosis or symptoms will be required to be absent from work until such time that they are cleared to return by a qualified medical practitioner.
10. All staff must report travel outside of Canada to the Union and the Employer. No employee will be permitted to attend t work following their return to Canada without first completing a self-isolation period of 14 calendar days, or such other period if advice from Public Health or the Ministry of Health and Long-Term Care changes, and only if the employee does not exhibit symptoms during their self-isolation period. If during or after the isolation period, the employee receives a positive COVID-19 diagnosis or exhibits symptoms, then the terms in paragraphs 8 and 9 above apply.
11. If the staff would otherwise be eligible to work, they will not receive any earnings during the self-isolation period, with the exception that employees can access banked days during self-isolation after the reopening of the Centre, including sick days, vacation days, lieu days.
12. The Parties agree that there will be no discrimination and/or reprisals toward any employee for reporting a COVID-19 diagnosis or symptoms.

13. The Union will not grieve that the Employer has violated the collective agreement on the basis of any matter that is or could have been contemplated by this Agreement.
14. Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.
15. Should the Centre be permitted or required to open on a full or partial basis to provide childcare to former/new clients or to for health care workers and other frontline staff, staff will be recalled according to the operational needs of the Centre. Senior employees will have first right of refusal. If there are I, the Employer will make work assignments to qualified employees in order of reverse seniority, as per the Collective Agreement.
16. The Union agrees that all paid time while employees are not attending work during the Closure shall be recognized as payment in lieu of temporary layoff or credited as notice towards payment in lieu of permanent layoff.
17. It is understood that the Parties will consult should the Centre reopen before the global public health crisis ends, should the Centre be unable to recall all staff after the Closure, or should the Centre become ineligible for funding from the city, province, and federal government which compensates for at least 75% of employee wages as compared to pre-March 16, 2020 earnings.
18. This Agreement applies retroactive to March 16, 2020 and will remain in effect until the end of the Closure, or until such time as the Centre becomes ineligible for funding from the city, province, and federal government which compensates for at least 75% of employee wages as compared to pre-March 16, 2020 earnings.

Dated Nov 15, 2021 in the City of Toronto.

FOR THE UNION

Jeremiah
Alicia R. Sh.
Nidal Macdonald

FOR THE EMPLOYER

M. Amela
yur

MSPP REQUIRED COLLECTIVE AGREEMENT LANGUAGE

In this Article, the terms used shall have the meanings as described:

.01

- (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
 - i) the straight time component of hours worked on a holiday; and
 - ii) holiday pay, for the hours not worked; and
 - iii) vacation pay; and
 - iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - v) All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" means all employees in the bargaining unit.

.02 Commencing January 1, 2015 each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.

.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article

.04 of the agreement include:

- i) To Be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
- ii) To Be Provided with Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially and As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status
- iv) To be Provided Annually but no later than December 1
 - Current complete address listing

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.