

# **COLLECTIVE AGREEMENT**

**Between**

**ST. LAWRENCE COOPERATIVE DAY CARE INC.**

(hereinafter called the "Employer")

Party of the First Part

And

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its Local 2484-12**

(hereinafter called the "Union")

Party of the Second Part

**January 1<sup>st</sup>, 2022 to December 31<sup>st</sup>, 2024**

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## **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 recognize 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, emotional and social development;
- (5) to encourage and promote co-operation and mutual support between day care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care;
- (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 time limits in this Agreement are not mandatory but merely discretionary.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

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

1. Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the rights to manage and conduct the business of the Centre is vested exclusively with the Centre and its administration and shall be exercised by the Centre as its sole discretion sees fit.

Without limiting the generality of the foregoing and subject to the provisions of this Agreement, the foregoing rights shall include.

a) The right to hire, lay-off, transfer, classify, assign duties or classes, promote,

discharge, demote or disciplined without just cause, may be the subject of a grievance.

- b) The right to make, alter and enforce reasonable rules and regulations;
  - c) The right to select employees for positions excluded from the bargaining unit;
  - d) The right to determine the services to be provided and to alter, eliminate, establish or change services and objectives; and to determine the load of a given employees' assignment;
  - e) The right to maintain efficiency and order, and to establish competency standards and evaluation procedures, and to determine the competency and qualifications of employees to perform the work assigned to them as outlined in this Agreement;
  - f) The right to effect changes in methods, operations, facilities, systems and equipment;
  - g) The right to determine the work to be done and to determine the materials and supplies to be used, and to contract for the purpose of any and all materials and supplies; and
  - h) The right to determine the schedule of hours of the Centre and the employer, and to assign hours of work to employees within such schedule.
2. It is agreed that the Centre shall not exercise the rights specified in Article 2.01 (above), in a manner inconsistent with the express terms of this Collective Agreement or for reasons that are mala fides or in bad faith, nor arbitrary and discriminatory manner.

## **2.02 Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive any present employee of her/his employment, except through just cause.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all its employees, save and except the Program Supervisors and Bookkeeper and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Work of the Bargaining Unit**

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

### **3.03 Bargaining Unit Employees**

This Collective Agreement is fully applicable to all employees unless otherwise specified.

### **3.04 Definition of Employees**

- (a) The term "full-time employees" employee when used in this agreement shall mean an employee who regularly works more than twenty-five (25) hours per week.
- (b) The term "part-time employee" when used in this agreement shall mean an employee who regularly works twenty-five (25) hours or less per week.
- (c) The term "temporary employee" when used in this Agreement shall mean an employee who is employed for a period of time not exceeding eighteen (18) months and who is employed to replace an employee or to start a new program or expand an existing program. Health benefits under Article 25.01 will begin when the Full-time temporary employee has worked twelve (12) months.
- (d) The term "casual employee" when used in this agreement shall mean an employee who is employed on an 'on call' basis for such purposes as to relieve regular employee who are absent from work. Casual employees shall not be covered by the terms of this Collective Agreement.
- (e) The term "student employee" employee when used in this agreement shall mean an employee who is employed during the school vacation period 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 Collective Agreement

### **3.05 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 4 – NO STRIKES OR LOCKOUTS**

**4.01** There shall be no strikes or lockouts so long as this Agreement continues to operate.

## **ARTICLE 5 – NO DISCRIMINATION**

### **5.01 Employer Shall not Discriminate**

Both parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practices with respect to any employee in the matter of hiring, wage

rates, training, up-grading, 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, gender identity, gender expression, age, record of offences, marital status, family status, or disability, family relationship to adult working at the centre, place of residence, nor by reason of their membership or activity in the Union, but nothing in this clause shall prevent the Employer from refusing to hire any parent of a child currently attending the programmes.

## **ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT**

### **6.01 Employees to be Members**

As a condition of employment, all employees of the Employer 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 the first month of employment.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

### **7.01 Check-Off Payments**

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

### **7.02 Deductions**

Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

### **7.03 Dues Receipts**

At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of the Union dues paid for each Union member in the previous year.

## **ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

### **8.01 Newly Hired Employees**

The Employer agrees to acquaint newly hired 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.

## **8.02 Information Meeting**

The employer will allot a one-half (1/2) hour for the union steward to acquaint new bargaining unit employees. It is the responsibility of the union's steward to arrange this meeting time with the Program Supervisor.

## **ARTICLE 9 – CORRESPONDENCE**

### **9.01 Correspondence**

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

A copy of any correspondence between the Employer, or her/his 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 Secretary of the Union or her/his designate.

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

### **10.01 Representation**

The Employer shall not bargain with or enter into any agreement with any 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.

### **10.02 Union Bargaining Committee**

The Union will advise the Employer of the Union members of the Bargaining Team.

### **10.03 Function of Bargaining Team**

Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions may be referred by the Union Bargaining Team to the Employer for discussion and settlement.

### **10.04 Representative of Canadian Union**

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

### **10.05 Meeting of Team**

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.

### **10.06 Time Off for Meetings**

While 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.

### **10.07 Technical Information**

Within thirty (30) days of receipt of a written request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans which are pertinent for collective bargaining purposes.

Similarly, any submissions prepared by the union shall be given to the Employer for same consideration.

### **10.08 Education and Training On The Job**

The Employer recognizes that education is a continuing process and that the Day Care is an institution that provides a learning opportunity for both employees and students within the Early Childhood Education field.

- (a) The Employer shall allow the Union to sponsor education functions such as seminars, workshops, and lectures. Union meetings on topics related to employment to be held on the Employer's premises during the employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the centre.
- (b) The Employer and the Union recognize that the E.C.E. is a program for students pursuing a career in childcare. Both parties further recognize that students must gain practical experience during their period of study and acknowledge that the Employer and the Union co-operate with the Educational Institutions to structure, execute programs and monitor the students' daily activity at the Day Care. The Employer will ensure that arrangements are made for the evaluation of students in accordance with the criteria set by the Colleges.

### **10.09 Labour/Management Meetings**

- (a) Labour/Management meeting may be requested by either party with one (1) weeks notice to the other party along with a copy of the agenda items to be discussed.

(b) This will confirm the agreement of the parties that the following objects are appropriate topics for discussion at Union/Management meetings during the term of the Collective Agreement.

1. Changes to the particular hours for which shifts are scheduled.
2. Non-voting Union representation on the Board of Directors.
3. The procurement and distribution of materials under Article 27.02.
4. The collection and payment to employees of late fees.

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

### **11.01 Employer Shall Notify Union**

Any reports or recommendations of the Employer about to be made to the municipal, regional or provincial governments or their respective advisory committees dealing with matters of day care policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union within a reasonable amount of time in order to afford the Union a reasonable opportunity to consider them, and if deemed necessary, or speaking to them before they are dealt with by the respective government body. Similarly, any submissions prepared by the Union shall be given to the Employer to allow time for mutual discussion if desired.

### **11.02 Copies of Resolutions**

Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees which affect the members of this Union and/or the general provisions of day care received by either party shall be maintained in an open file to which the employees have access.

## **ARTICLE 12 -GRIEVANCE PROCEDURE**

### **12.01 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.

### **12.02 Unit Stewards**

There shall be one Steward for each unit of the day care centre affected by this Collective Agreement. A unit is considered to be one or either of a preschool program, a school age program or infant/toddler program. The Union shall notify the Employer in writing of any change to this list.

### **12.03 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 disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that she/he will not leave her/his duties under this Agreement. Therefore, no Steward shall leave her/his work without previously notifying her/his supervisor. Time for steward duties shall be granted whenever reasonable.

#### **12.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where the employee feels that the Employer has acted unjustly or improperly.

#### **12.05 Settling of Grievances**

Settling of Grievances At each step of the grievance procedure the grievor shall be present. Throughout the settling of grievances (*Complaint Stage before the grievance is reduced to writing, Step 1, 2, 3*), the Union and Employer will communicate in writing to identify each respective step. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Before a complaint is reduced to a written grievance, the employee shall first discuss it with her/his immediate Program Supervisor. The steward may attend the initial meeting as a witness. Failing settlement of the matter, the following grievance procedure shall apply;

##### **Step 1**

The aggrieved employee(s) will submit the grievance to her/his Steward. If the employees' Steward is absent she/he may submit her/his grievance to the Steward of another unit.

##### **Step 2**

If the Steward considers the grievance to be justified, and if no resolution can be reached, she/he will first seek to settle the dispute with the Program Supervisor. A Board member may be present if either party chooses. At this point the Steward will be provided with all documentation as it becomes available. All documentation is required to be exchanged between the parties within seventy-two (72) hours, and further supporting documentation as soon as it becomes available.

##### **Step 3**

Failing satisfactory settlement within five (5) working days after the exchange of documentation the Steward will submit a written statement of the particulars of the grievance and the redress sought to the Board who shall render its decision within fifteen (15) working days after receipt of such notice.

Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the dispute to arbitration.

## **12.06 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, the Employer shall present it in writing to the National Representative of the Union and such shall constitute Step 3 for that purpose.

## **12.07 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.

## **12.08 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.

## **12.09 Facilities for Grievances**

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

## **12.10 Mutually Agreed Changes**

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

## **12.11 Technical Objections to Grievance**

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he/she deems just and equitable.

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

## **12.13 Replies in Writing**

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

# **ARTICLE 13 - ARBITRATION**

## **13.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the

name of its nominee to an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select an impartial chairperson.

### **13.02 Failure to Appoint**

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

### **13.03 Board Procedure**

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed.

### **13.04 Decision of the Arbitration Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

### **13.05 Disagreement on Decisions**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

### **13.06 Expenses of the Board**

Each party shall pay:

- (1) the fees and expenses of the arbitrator it appoints;
- (2) one-half (1/2) of the fees and expenses of the chairperson.

### **13.07 Amending of Time Limits**

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

### **13.08 Grievance Commissioner**

In place of the Arbitration Procedure outlined above, the parties agree to attempt to use a Grievance Commissioner, as follows:

- (a) The Employer and Union may agree in writing to the appointment of a person as a single arbitrator to be known as a Grievance Commissioner. The Grievance Commissioner shall consider and make a judgement on grievances referred to him/her. The decision shall be final and binding on both parties. The Grievance Commissioners shall have the same powers and be subject to the same limitations as a Board of Arbitration as stipulated in this Collective Agreement, save and except as expressly provided herein;
- (b) The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement, the decision of the Grievance Commissioner shall:
  - (i) be consistent with the provisions of this Agreement;
  - (ii) be confined to the grievance referred to him/her;
- (c) The Union and the Employer shall each be responsible for one-half (1/2) of the expenses and fees payable to the Grievance Commissioner.

The following rules shall govern the proceedings of the Grievance Commissioner:

- (a) When referring a grievance to the Grievance Commissioner, the parties shall provide him/her with the Step 3 Summary (or as amended by agreement of the parties) and the decision of the Employer representative at Step 3.
- (b) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to rely provided that such are mailed out no less than ten (10) days before the commencement of the hearings of the Grievance Commissioner;
- (c) At the hearing the parties may make such further representation or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence;
- (d) The Grievance Commissioner must render his/her decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his/her decision has been rendered, the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of his/her decision.

### **13.09 Access to Personnel Files**

An Employee shall have the right at any time to have access and review his/her personnel file in the presence of the Program Supervisor. An Employee shall have the right to respond in writing to any document contained therein. Such reply becomes part of the permanent record.

### **13.10 Single Arbitrator**

A single arbitrator may be requested by either the Employer or the Union and will be subject to mutual agreement. In this case the party electing arbitration shall submit the names of at least one (1) or more arbitrators to the other party in the letter proceeding to arbitration. If the parties are not able to agree on the choice of an arbitrator after twenty (20) days, the appointment shall be made by the Minister of Labour upon the request of either party.

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

### **14.01 Principle of Innocence**

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 who has completed her/his probationary period, and which may result in the suspension or discharge of the employee, the following procedure shall be followed.

### **14.02 Discipline Procedure**

The employee shall be notified in writing of the action and/or penalty. If the employee challenges the Employer's decision in writing, a copy of the Employer's notice shall be sent to the Secretary of the Union.

### **14.03 Burden of Proof**

In cases of discharge and or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or Arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee. All supporting documentary evidence in the possession of the Employer and Employee directly related will be allowed for submission.

### **14.04 Warning**

Whenever the Employer or his authorized agent deem it necessary to censure an employee in a manner indicating that suspension or dismissal may follow any further infraction, or may follow if such employee fails to bring her/his work up to a required standard by a given date, the Employer will present the censure in written form to the employee. If challenged by the employee in writing, the Employer shall be given written particulars of such censure to the Secretary of the Union within ten (10) working days.

The Employer shall only discipline an employee for just cause.

### **14.05 Crossing of Picket Line During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a lawful picket line or to handle lawfully struck work arising out of labour disputes. Failure to cross a lawful picket line or handle lawfully struck goods by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. An

employee who is absent by reason of refusal to cross a lawful picket line shall be paid at the discretion of the Employer.

#### **14.06 Political Action**

No employee shall be disciplined for participation in any political action(s) called by the Canadian Labour Congress, its affiliates or subordinate bodies, as long as it does not interfere with the program.

#### **14.07 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/ her work within twenty (20) working days of the event of the complaint. A copy shall be forwarded to the Shop Steward at the Day Care Centre. This notice shall include particulars of the work performances which led to such dissatisfaction.

If this procedure is not followed, such expression of dissatisfaction shall not become part of her/his record for use against her/him at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of her/his record.

The record of an employee shall not be used against her/him at any time after eighteen (18) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

#### **14.08 Right to have Steward Present**

An employee shall have the right to have her/his Steward present at any discussion with representative(s) of the Employer, which the employee believes might be the basis of disciplinary action. Where a Program Supervisor or other Employer 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.

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

Demotion shall not be used as a disciplinary measure.

### **ARTICLE 15 – SENIORITY**

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

Seniority is defined as the length of service in the employ of the Employer and shall be determined for each employee and shall be used separately as set out in provisions of this Agreement.

Effective January 1, 2019, temporary employees working full-time and part-time hours will have their seniority determined on the basis of hours worked from previous year. Seniority for temporary employees working part-time hours shall be based on eighteen hundred and twenty (1820) hours worked equaling one (1) year of seniority and any time in excess of a year will be prorated. All newly hired temporary employees working part-time hours will have their seniority calculated based on hours worked on the same basis.

### **15.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Day Care Centre in January of each year.

### **15.03 Loss of Seniority and Termination**

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

- (a) Voluntarily leaves the employment of the Employer;
- (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 recall from layoff within seven (7) days after the posting of a registered letter to her/his listed 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 an extension has been agreed upon by the Union and the Employer;
- (f) Fails to take a medical examination as required by the Child and Early Years Act by a qualified medical practitioner within thirty days of the request;
- (g) Is not recalled to work within a twenty-four (24) months period after her/his layoff; and
- (h) Is on a disability leave of absence, and the combined disability related absence is at least 24 months, inclusive of the number of months set out in Article 15.07.

### **15.04 Employee's Current Address**

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

### **15.05 Probation For Newly Hired Employees**

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. Every two (2) months the Employer shall review the work performance of the employee and submit the evaluation to the employee. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, with the exception of Article 25 until the probation period is completed. Probationary employees shall not have the right to grieve discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **15.06 Annual Performance Reviews**

Regular performance reviews will take place thereafter on an annual basis.

### **15.07 Loss of Seniority**

An employee shall not lose seniority rights if she/he is absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the Employer for a period of twelve (12) months.

Temporary employees shall not lose seniority if they move to casual from temporary at the end of their contract for a period of 12 months. Their seniority would be frozen at that moment and then started up again if rehired back as a temporary employee.

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

### **16.01 Job Postings**

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall immediately notify the bargaining unit employees in writing. Positions shall be posted within one (1) week of vacancy and remain posted for a minimum of one (1) week. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's retirement date. In the case of retirement, the position shall be filled within one (1) week of the job opening. All other positions shall be filled within eight (8) weeks after the initial posting date.

Full time vacancies shall be posted as full-time positions and part time vacancies shall be posted as part time positions unless mutually agreed to by the Union and the Employer.

### **16.02 Information in Postings**

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift and location, salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state, "This position is open to male and female applicants".

### **16.03 Union Preference**

Outside application 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. All Centres in Local 2484 will also be notified at such time as outside advertisement is placed. CUPE Local 2484- 12 will provide an updated email contact list to SLCD of Centres in CUPE Local 2484- 12 by January 31 of each year.

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

Both parties recognize the principle of promotion with the service of the Employer;

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the senior applicant where the skill, ability and knowledge of each applicant is equal.

Appointments from within the bargaining unit shall be made within four (4) weeks of posting. The job shall be filled within two (2) weeks of appointment.

### **16.05 Trial Period**

The successful applicant shall be notified within two (2) weeks following the end of the posting period. She/he shall be placed on trial for a period of three (3) 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 his/her former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of position shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

### **16.06 Hiring and Selection**

The St. Lawrence Co-operative Day Care Inc. shall in accordance with its union agreement Article 2.02 discharge its obligation in accordance with the principle of equal treatment for all aspects of employment including recruitment, hiring, training, transfer, discipline, performance evaluation, promotion, dismissal and Layoffs. The Co-operative shall promote equality of employment opportunity regardless 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 or, disability. In recognition of the diverse nature of the St. Lawrence community, the Co-operative shall at all times employ and maintain a compliment of qualified and trained staff in sufficient quantities to represent minorities including males.

### **16.07 Selection Policy**

The St. Lawrence Co-operative Day Care Inc. shall act in accordance with the terms and conditions established in its union agreement Article 15 when filling vacancies and positions. The Program Supervisor is required to employ fair and equitable employment practices and is authorized to first discharge those obligations as specified in the union contract. The Program Supervisor shall receive all applications for full-time employment and identify candidates that meet the qualification criteria for the vacant position. A candidate that is offered a full-time position will be subjected to two (2) interviews consisting of the following team members.

First Interviewing Committee: Two (2) Board members and two (2) Program Supervisors, one from the recruiting centre, and one teacher. At least one (1) Board member must attend a first interview.

Mandate:

- to confirm that the candidates meet the qualification criteria.
- to determine, based on their work experience, the added value the candidates bring to the position.

- to select the best candidates for the position.

Second Interviewing Committee: The Program Supervisor and either the President or Vice-President.

- Mandate:
- to determine the candidate's suitability to the organization.
  - to clarify candidates salary terms and conditions of work. starting date, etc.
  - to confirm selection and make job offer.

### **16.08 Reference and Criminal Checks**

Responsibility of the Program Supervisor in charge of the centre, in which the vacancy exists.

### **16.09 Part-time Employment**

The responsibility for engaging part-time staff remains with the Program Supervisor of each centre. However, each Program Supervisor in discharging his/her duties is required to:

- Act in accordance with the general hiring policy.

### **16.10 Notification to Employee and Union**

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

## **ARTICLE 17 – LAYOFFS**

**17.01** A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

**17.02** In the event of layoff of employees in excess of (10) weeks in duration, the following procedure shall apply:

- (a) All temporary, part-time and probationary employees will be laid off first, provided that the remaining employees have the requisite knowledge, education, skills and qualifications.
- (b) If further employees are to be laid off, employees shall be laid off in reverse order of their bargaining unit -wide seniority.
- (c) An employee about to be laid off may bump any employee with less seniority provided that the employee exercising bumping rights has the requisite knowledge, education, skills, and qualifications to perform the work of the employee with less seniority.

**17.03** Employees shall be recalled in the order of their seniority provided they have the requisite knowledge, education, skills and qualifications.

**17.04** In the event of layoff of employees of less than (10) weeks in duration, the following procedure shall apply:

- (a) Employees shall be offered the layoff in accordance with their bargaining unit-wide seniority.
- (b) If enough employees do not voluntarily accept a layoff, all temporary part-time and probationary employees will be laid off first, provided that the remaining employees have requisite knowledge, education, skills and qualifications.
- (c) If enough employees do not voluntarily accept a layoff, employees shall be laid off in reverse order of their bargaining unit-wide seniority.
- (d) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising bumping rights has the requisite knowledge, education, skills and qualifications to perform the work of an employee with less seniority.

**17.05** If an employee is recalled in a position and choose to accept the position, he/she will be paid the rate of pay for that position.

**17.06** No new employee shall be hired while employees are on layoffs, subject to the right of the Employer to hire a new employee to fill a position that requires knowledge, education, skills and qualifications not possessed by employee on layoffs.

### **17.07 Temporary Transfer**

- (a) Should it be necessary for an employee to be temporarily transferred between Centres this shall not be done in an arbitrary or discriminatory manner. In the case of part-time positions, flexibility to work varied hours and at all three centres may be required, depending on availability of hours and programme need.
- (b) Management reserves the right to transfer employees with two (2) weeks notices.
- (c) Notwithstanding the above, employees will not be transferred more than twice (2) per year without their consent.

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

### **18.01 Regular Daily Hours**

The regular daily hours of work for full time employees shall be seven (7) hours per day.

### **18.02 Regular Weekly Hours**

The regular weekly hours for full time employees shall be thirty-five (35), Monday to Friday inclusive.

**\*\* Clarification note.** This reflects the current staffing model where FT staff all work 7 hours per day/35 hours per week. Should this change in the future, the parties will meet to renegotiate this section to include any new staffing models.

### **18.03 Lunch Break**

There shall be a one (1) hour unpaid lunch break during each seven (7) hour consecutive shift in a day.

### **18.04 Flexible Working Hours Week**

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

- (a) they are mutually agreed upon between the employee and the employer, and
- (b) the number of hours worked in the course of a week does not exceed the limits stipulated in Clause 18.02 above.

### **18.05 Working Schedule**

The hours and days of work of each scheduled employee shall be posted in an appropriate place at least one (2) weeks in advance and two (2) weeks for permanent.

- (a) Each Day Care Centre shall after agreement with the respective unit Executive of the Union set forth the working schedule for the members of the Union working at the Day Care Centre.
- (b) Once the weekly schedule is posted no changes will be made without the unions consent within the two (2) weeks posted period
- (c) Whenever possible an employee will accommodate emergency schedule program changes.

### **18.06 Rest Periods**

Each employee shall be given a paid rest periods in an area made available by the Employer and scheduled at the Employer's discretion as follows:

- a) During each seven (7) hour consecutive shift in a day, there will be a paid rest period of either two (2) fifteen (15) minute rest periods or (1) one (30) thirty-minute rest period;
- b) During each shift that amounts to more than a total of five (5) consecutive hours in a day, there will be a thirty (30) minute unpaid rest period, and

- c) During each shift that totals five (5) hours or less in a day, there will be no rest period given unless an employee requests one fifteen-minute unpaid break for medical or religious purposes. The employer may request written confirmation of such requests.

**18.07** All full-time program staff shall receive one and a half (1.5) hours paid program time every two weeks. It is understood that this time will normally be taken within their normal working hours and that the staff member must remain on the premises.

Effective January 1, 2023, the programming hours will be two (2) hours.

Effective January 1, 2024, the programming hours will be two and a half (2.5) hours.

In the event that an employee in the ECE classification is away from work for any reason, and during that time, the research, the remaining employee in the ECE classification will be entitled to do the research, preparation and development of program activities and will receive the programming time that the ECE that is away would otherwise have been entitled to.

A weekly schedule will be posted to identify the employee(s) who will perform water flushing and recording duties. The employee(s) scheduled shall be provided with an extra fifteen (15) minutes per week in lieu time.

### **18.08 Technological Change**

The Employer will notify the Employees in advance, as far as possible, of any technological changes in the program. All Employees will receive necessary training to acquire skills and support this process.

## **ARTICLE 19 - OVERTIME**

### **19.01 Overtime Defined**

- (a) All authorized hours in excess of seven (7) hours in a day or thirty-five (35) hours in a week shall be considered overtime.
- (b) Staff attendance at meetings deemed by management to be mandatory shall be considered overtime.
- (c) Parent meeting Family/Social/Potlucks/Events, Clean Up Days and committee meetings, and one (1) hour or less per week for staff meetings, shall be excluded from coverage of this clause.

## **19.02 Overtime Rate**

Overtime worked will be compensated at the rate of one and one-half (1.5) hours for each overtime hour worked. The number of hours each employee has accumulated will be tracked.

Employees will have the following options available to them at any time during a calendar year:

- a) Upon the employee's written request, the employee will be given time off in lieu of overtime worked and compensated with time off at the rate of one and one-half (1.5) hours for each hour worked overtime, at a time mutually agreed between the employee and program supervisor.
- b) Upon the employee's written request, the employee will have the option to be paid for overtime hours accumulated with the understanding that the employee will need to provide two (2) weeks' notice, including the number of hours the employee is requesting to be paid. Overtime will be scheduled to be paid at the end of March/June/September/December in the calendar year.

For the calendar year 2022, employees shall not carry over time off in lieu in excess of seventy (70) hours from any previous year without the consent of the employer. For the calendar year 2023 and onward, the employees shall not carry over any overtime in excess of thirty-five (35) hours.

## **19.03 Minimum Overtime**

The Employer shall keep overtime to a minimum. No employee shall be required to work overtime against her/his wishes when other employees are available to perform the required work.

## **19.04 Approval of Overtime**

Claims for overtime hours will only be paid if prior approval by the employee's Program Supervisor has been received, with the exception of late children where two (2) staff are required, one will receive overtime and the other staff, late fees.

## **19.05 Part-Time Overtime and Additional Hours**

Part-time employees will be offered additional hours where full-time employees are absent due to illness, or vacation or of less than 3 (three) days in any given week prior to these hours being offered to casual employees. Part-time employees should recognize that they may be offered additional hours at any of the three (3) daycare sites. Where such additional hours result in a part-time worker exceeding twenty-five hours per week this will not be defined as full-time work. Hours in excess of seven (7) daily or thirty-five (35) weekly shall be paid at one half times (1½ x) his/her applicable hourly rate of pay.

## **ARTICLE 20 – HOLIDAYS**

### **20.01 Paid Holidays**

The Employer recognizes the following as paid holidays for all full-time employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Family Day
Civic Holiday	
3 Floating holidays (compatible with the needs of the Centre)	

The preschool, the school age and infant/toddler centre shall close at 2 p.m. on Christmas Eve Day and New Year's Eve Day. When either of the above holidays falls on a Saturday or Sunday, Friday shall be deemed to be the day.

In order to be eligible for holiday pay pursuant to this Article 20.01, the employee must work the last full schedule day immediately after the holiday unless the employee is absent on such day or days with pay under the provisions of the Agreement.

### **20.02 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, one other day, mutually agreed upon by the Union and the Employer, shall be deemed to be the holiday for the purpose of this Agreement.

### **20.03 Pay For Regular Scheduled Work On A Holiday**

An employee who is scheduled to work shall be paid at the rate of one and one-half (1 1/2) times the regular rate and shall receive another day off with pay at a time agreed by the employee and the Program Supervisor.

**20.04** If a paid holiday falls or is observed during an employee's vacation period, she/he will be allowed an additional day of paid vacation.

**20.05** Temporary employees shall be paid for those holidays listed in Article 20.01 with the exception of the three (3) floating holidays, at the employees' applicable rate of pay.

**20.06** Part-time employees shall receive four point one six percent (4.16%) in lieu of paid holidays at the employees' applicable rate of pay. Such amount shall be added to their hourly rate.

## **ARTICLE 21 - VACATIONS**

### **21.01 Length of Vacation**

A full-time employee shall receive an annual vacation with pay in accordance with the employee's years of service as follows:

Less than two (2) years of service - 1 <sup>1</sup>/<sub>4</sub> working days for each month

After two (2) years of service - 1 <sup>2</sup>/<sub>3</sub> working days for each month

After five (5) years of service - 2 working days for each month

After seven (7) years of service - 2.08 working days service for each month

### **21.02 Scheduling of Vacation**

(a) In all cases of vacation scheduling, the employer shall endeavour to honour the preferences of the employees.

(b) Employees shall be granted a preference of vacation on a first come first serve basis. All vacation request shall be submitted to and approved by the respective Program Supervisor:

1. Vacation requests for April 1 to September 30 shall be submitted by January 1;
2. Vacation requests for October 1 to December 31 shall be submitted by August 1;
3. Vacation requests for January 1 to March 31 shall be submitted by November 1.

(c) In the case of conflict between two or more staff or in the cases where employee preference cannot be accommodated, vacation shall be at the discretion of the Program Supervisor.

(d) In order to ensure consistency and programming in each classroom, only one permanent staff can be on vacation, except for the Infant/Toddler site where one (1) full-time RECE per age group can be on vacation at a time.

(e) Full-time employees may book up to three (3) consecutive weeks of vacation with their Program Supervisor using the vacation form provided except for June, July and August, where full-time employees may book up to two (2) consecutive weeks of vacation with their Program Supervisor. Once all employee requests have been honoured requests for more than two (2) weeks will be considered.

(f) All requests for vacation time in excess of three (3) consecutive weeks shall be in writing. Such request shall be approved by the Program Supervisor and shall be copied to the employee involved within two (2) weeks of the request.

(g) Employees shall be permitted to take individual vacation days with prior approval from their Program Supervisor.

### **21.03 Vacation Pay Temporary Employees**

A temporary full-time employee shall receive four percent (4%) vacation pay at the end of their period of employment.

### **21.04 Vacation Pay Part-Time Employees**

Part-time employees shall have four percent (4%) added to their hourly rate in lieu of vacation pay factored for their hours scheduled and that they work on the listed holidays.

PT Vacation 2015

Start of fifth year	4%
Fifth year to tenth year	6%
Ten years and onward	8%

### **21.05 Holiday Time "Cash In"**

Vacation Time that is to be "cashed in" will be valued at the staff person's base salary. It must have been accumulated and be taken within the calendar year.

- (a) All full-time employees will be given the opportunity to cash in up to one (1) week's vacation per year
- (b) Full-time employees who have been with the SLCD a minimum of seven (7) years (entitled to five (5) weeks of vacation) will be given the opportunity to cash in (up to) a 'second week' of vacation per year.

Full time employees who have been with SLCD a minimum of fifteen (15) years (entitled to five (5) weeks of vacation) will be given the opportunity to cash in (up to) a third week of vacation per year.

- (c) Vacation time that is to be 'cashed in' will be valued at the staff person's actual salary. It must have already been accumulated and be taken within the calendar year.

### **21.06 Vacation Pay On Termination**

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

### **21.07 Maximum Annual Carry-Over Of Vacation**

No full-time employee shall carry-over in excess of fifteen (15) days vacation from any previous year without the consent of the Employer.

**21.08 Use of Vacation When Sick**

Once an employee has used up their sick entitlement, employees who are ill shall be entitled to use vacation days to cover any absences due to illness.

Such vacation entitlements shall apply only in cases of chronic illness and must be under doctor's supervision.

**ARTICLE 22 - SICK LEAVE PROVISIONS****22.01 Sick Leave Defined**

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

**22.02 Amount of Paid Sick Leave**

- (a) Each full-time employee shall be credited with six (6) days sick leave in the first month of employment.

Thereafter, beginning in the seventh month each employee shall accumulate one (1) day per month.

- (b) Each temporary full-time employee shall be credited with two (2) paid sick days in the first month of employment and thereafter, one (1) day paid sick leave per month.

- (c) An employee who is ill will contact their Program Supervisor or immediate identifiable authority by telephone as soon as possible but no later than 6:00 a.m. to 7:00 a.m. There shall be no telephone contact between the hours of 10:00 p.m. to 6:00 a.m. except when opening staff is ill, in which case the Program Supervisor will be advised as soon as possible to allow him/her to call a replacement.

- (d) Part-time employees shall be credited with Six (6) sick days per year.  
Retroactive to January 1, 2022 – 7 paid days  
Effective January 1, 2023 – 8 paid days  
Effective January 1, 2024 – 9 paid days

Part-time employees may use unused paid sick days as paid family illness days up to the maximum of sick days in their banks.

- (e) Each full-time employee shall be allowed two (2) Mental Health Days on an annual basis commencing with completion date of probationary period. These shall be non-cumulative.

- (f) Part-time employees who have worked at least three (3) months prior to the summer shall be entitled to two (2) mental health days if they work full-time during the summer months.

- (g) All part-time employees shall be allowed one (1) Mental Health Day on an annual basis commencing with completion date of probationary period. This shall be non-cumulative.

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

- (a) The unused portion of a full-time employee's sick leave shall accrue for future benefits to a maximum of fifty (50) days.
- (b) The unused portion of a part-time employee's sick leave shall accrue for future benefits to a maximum of thirty (30) days.

### **22.04 Employee Wellness**

The Program Supervisor has the right to assess an employee's state of wellness and has the discretion to send the employee home and require him/her to take a sick leave if the Program Supervisor thinks that the employee may pose a health risk to the children or other employees. The Program Supervisor shall not exercise this right in an unfair or discriminatory manner.

### **22.05 Illness in the Family**

- a) Full time employees will be credited with an additional five (5) days in each year to be used when someone in their immediate family is sick. These days will not be accumulated. A doctor's note may be required at the discretion of the Program Supervisor. Immediate family shall mean a child, spouse, parent or grandparent.
- b) Part time employees will be credited with one (1) family sick day in each year to be used when someone in their immediate family is sick. These days will not be accumulated. A doctor's note may be required at the discretion of the Program Supervisor. Immediate family shall mean a child, spouse, parent or grandparent.
- c) In the event of a serious medical emergency which requires hospitalization, full time and part time employees may use any of their unused family sick days for their own illness.

### **22.06 Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that she/he is unable to carry out her/his duties due to illness.

### **22.07 Sick Leave During Lay-Off**

When a full-time employee is laid off on account of lack of work, she/he shall not receive sick leave credits for the period of such absence but shall retain her/his cumulative credit, if any, existing at the time of such lay-off.

### **22.08 Sick Leave Records**

In December of each year the Employer will advise each employee in writing of the amount

of unused sick leave credited to the employee.

### **22.09 Deduction From Sick Leave**

A deduction shall be made from accumulated sick leave of all working time (exclusive of Holidays) absent for sick leave or for medical or dental appointments.

### **22.10 Workplace Safety and Insurance Board (WSIB)**

The Employer agrees to participate in the WSIB and to cover all employees under the Plan.

### **22.11 Supplemental EI Top Up for Employees on Sick Leave:**

Full-time employees shall be entitled to the following Sick Leave EI Top Up Benefit Plan. The Employer will participate in a Sick Leave EI Benefit that provides for the Centre to supplement the salary of an employee who is on sick/medical leave, and who has exhausted their paid sick leave days. The benefit shall be twenty percent (20%) of the employee's pre- sick leave salary up to a maximum of fifteen (15) weeks. It is understood that the employee must be approved to receive EI benefits for this top up to apply.

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

### **23.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This clause shall apply for a maximum of three (3) employees.

It is understood that Negotiations, up to conciliation, will normally take place after hours.

### **23.02 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 involved in the processing of a grievance.

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

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

Upon 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.

### **23.04 Leave of Absence for Full-time Union or Public Duties**

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that

the employee may be candidate in federal, provincial or municipal elections.

- (b) An employee who is elected to public office shall be allowed a two (2) year leave of absence without pay, but with no accumulation of seniority.
- (c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay, but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her/his term of office.

### **23.05 Bereavement Leave**

All full-time and part-time employees shall be granted a maximum of five (5) regularly scheduled consecutive working days leave without loss of salary or wages in the case of death of a parent, wife, husband, fiancé, fiancée, common-law spouse, brother, sister or child.

All full-time and part-time employees shall be granted a maximum of three (3) regularly scheduled consecutive working days leave without loss of salary or wages in the case of death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian, ward or any other relative for whom an employee is required to administer bereavement responsibilities.

All full-time and part-time employees may be granted one (1) day's leave without loss of salary or wages per calendar year in the case of death of other close family or friend.

Where the burial occurs outside the Province, such leave shall include as well, reasonable travelling time without salary. The maximum of remuneration will be five (5) days.

An employee may, with the approval of the Program Supervisor use any accumulated sick days if additional time is required. Such a request by an employee shall not be unreasonably denied.

### **23.06 Pregnancy/Parental Leave & Adoption Leave as a Right**

Pregnancy /Parental Leave and Adoption Leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

- (a) Full-time employees shall be entitled to the following Pregnancy/Parental Leave Benefit Plan. The Employer will participate in a Pregnancy/Parental leave benefit plan that provides for the centre to supplement the employees' salary during Pregnancy/Parental Leave. The Employer Pregnancy/Parental Leave Benefit Plan shall be seventy-five percent (75%) of pre-pregnancy leave salary for fifteen (15) weeks.
- (b) Pregnancy Leave shall cover a period of up to seventeen (17) weeks before and/or after the birth of a child for the mother.

- (c) Parental Leave shall cover a period of up to eighteen (18) weeks, in addition to and immediately following the Pregnancy Leave in the case of the mother.

Parental Leave shall cover a period of up to eighteen (18) weeks commenced within thirty-five (35) weeks from birth in the case of the father.

- (d) Adoption Leave shall cover a period up to eighteen (18) weeks commenced within thirty-five (35) weeks of the date at which the child came into their care/custody or control. In the case of either parent.
- (e) When an employee decides to return to work, after pregnancy/parental leave, they shall provide the employer with at least two (2) weeks' notice. On return from pregnancy/parental leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in a position in the centre of equal rank and value at the same rate of pay.
- (f) During this period of Pregnancy/Parental and Adoption Leave, full seniority shall accumulate, and the employer shall continue to pay benefits for the employee provided that the employee returns to work following such leave for the same period of time that they have been absent on leave. At the request of the employee, the employer will grant a period of up to six (6) additional months unpaid parental leave. During this period seniority will accumulate, but the cost of benefits will be the full responsibility of the employee.

### **23.07 General Leave**

- (a) An employee may request a short-term leave of absence, defined as three (3) weeks or less. The request shall be in writing and submitted to the Program Supervisor at least three (3) days in advance. Such requests shall not be unreasonably denied. The Employer may deny a request for a short-term leave if the vacation schedule is already approved and coverage cannot be arranged.
- (b) An employee may request an extended leave of absence. The request shall be in writing and submitted to the Board at least two (2) months 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.

### **23.08 Leave for Diseases and Conditions Harmful to Pregnancy**

A pregnant employee shall receive an immediate leave of absence in the event that a known or suspected case of German measles or any other disease or condition which would be harmful to pregnancy occurs in the Day Care Centres. 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 period of two (2) weeks.

### **23.09 Family Medical Leave**

- (a) Family medical leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member

who is at risk of dying within that 26-week period in accordance with section 49.1 of the Employment Standards Act, 2000.

- (b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.

### **23.10 Personal Emergency Leave**

An employee is entitled to a leave of absence without pay in case of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Employer that he or she will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days unpaid leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not."

Under no circumstances shall an employee be able to combine the days under the Personal Emergency leave with article 22.05, 23.05 and 23.07.

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

### **24.01 Pay Days**

The Employer shall pay salaries every second Thursday in accordance with Schedule –“A” attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of her salary, overtime and other supplementary pay and deductions.

### **24.02 Equal Pay for Work of Equal Value**

Employees shall receive equal pay for work of equal value, regardless of sex, gender identity or gender expression.

### **24.03 Rate of Pay on Promotion or Reclassification**

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/he performs that job.

### **24.04 Pay on Transfer - Lower Rated Job**

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

### **24.05 Vacation Pay**

An employee may, upon giving at least ten (10) working days notice, receive on the last office day preceding commencement of her/his annual vacation pay any pay cheques, which may fall due during the period of vacation.

### **24.06 Mileage Allowance**

Mileage rates paid to an employee using her/his own automobile for the Employer's business shall be as follows:

- (a) Twenty-four cents (24¢) per kilometre. All kilometrage shall be calculated from the first day to the last day of each calendar month.
- (b) The allowance shall cover travel to and from the employee's place of residence for work related errands, or hospital emergencies.

### **24.07 Child Care Allowance**

The Employer shall reimburse the late fee of an employee who is a parent or guardian where that employee has been unable to pick up their child due to a late parent and

consequently have been assessed a late fee themselves. A receipt is required.

The employer shall provide a ten (10) % discount for all employees who enroll up to one (1) child per employee with St. Lawrence Co-operative Day Care organization.

#### **24.08 Professional Development**

The Centre will reimburse full-time staff \$500.00 per year and permanent part-time staff \$325.00 per year with proof of payment, for Professional Development pending successful completion of courses or workshops related to his/her position, which have been approved by the Program Supervisor.

Each full-time staff member will be permitted twenty-one (21) hours and each part-time staff will be given five (5) professional development hours per year for attendance at a job-related seminar/workshop in addition to the professional development allowance.

If a full-time staff member was not taking a course or attending a workshop this amount could be applied to a visit to another day care (by being applied to the support staff in their place) after which the staff member would be expected to report back at the next staff meeting. Such a visit to another day care would be subject to the approval of the Program Supervisor.

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

"If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay to a maximum of ten (10) days because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

If the employee is required to serve as a juror or otherwise attend a court of law or coroner's inquest in for longer than the ten (10) days provided for above, all additional time required under this article shall be granted without pay and without loss of seniority.

### **ARTICLE 25 - EMPLOYEE BENEFITS PLANS**

#### **25.01 Full Time**

Full Time Employees' Health and Dental and Critical Illness benefits will be covered one hundred percent (100 %) by St. Lawrence Co-operative Day Care. The premiums for Life

Insurance and Long-Term Disability and Accidental Death and Dismemberment will be covered one hundred percent (100%) by a payroll deduction from the Employee.

1. Life Insurance equivalent to two times (2 x) an employee's annual basic earnings up to a maximum of 100,000.
2. Accidental Death and Dismemberment equivalent to the amount of Life insurance coverage.
3. Dental Plan equivalent to currently provision the Employers' current Benefits Provider with one hundred percent (100 %) coverage for the basic plan and partial coverage for major Restorative and Orthodontics.
4. Health Benefits Plan equivalent to the Employers' current Benefits Provider including Vision and Drug Care.

Vision Care - \$300/24 months for adults

Drug Care Card - Managed Drug Plan with Pay Direct Card  
- 100 % coverage for Ontario Drug Formulary approved  
- 50 % coverage for unlisted drugs

5. Long Term Disability – 50% of monthly earnings for a non-taxable benefit to a monthly income maximum of \$4,500 per month from 120<sup>th</sup> day of disability to age 65. Own occupation definition for 24 months.
6. Critical Illness the Employers' current Benefits Provider  
Ages 2 - 65: lump sum benefits \$10,000 to \$1,000,000.

The definition of occupational disability related entitlement for Long Term Disability benefit (full time) – "A person is considered disabled if disease of injury prevents him/her from performing the essential duties of his/her regular occupation".

Effective January 1, 2020 employees will be enrolled in the Multi-Sector Pension Plan. The employer contribution will be 2% and the employee contribution will be 2%. Collective Agreement Participation Agreement, and Affiliation Agreement are attached to this document. The documents will be attached to, and form part of this Memorandum of Agreement.

Effective January 1, 2022 – 1% increase in employee contribution; and 1% increase in employer contribution

Effective January 1, 2023 – .5% increase in employee contribution; and .5% increase in employer contribution

Effective January 1, 2024 – .5% increase in employee contribution; and .5% increase in employer contribution

## **25.02 Part Time**

Provide part-time employees with a Healthcare spending account of \$1200 per employee per year, effective January 1, 2022. Should there be a change of carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels or cost to the employees.

Effective January 1, 2023, the amount will be \$1400

Effective January 1, 2024, the amount will be \$1600

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 Job Description**

(a) The Employer agrees to draw up job descriptions for the following positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days.

- i) Assistant Co-ordinator
- ii) Teaching Staff
- iii) Cook
- iv) Cleaner

(b) The Employer, in consultation with the staff shall review and revise the job descriptions to ensure they accurately reflect the employee's duties.

### **26.02 No Elimination of Present Classifications**

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

### **26.03 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.

## **ARTICLE 27 - HEALTH AND SAFETY**

### **27.01 Co-operation On Safety**

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

### **27.02 Health and Safety Clothing and Equipment**

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. (This shall be deemed to mean head lice shampoo. R & C Spray and Metal Combs.)

### **27.03 Right to Refuse and no Disciplinary Action**

No employee shall be discharged, penalized 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.

### **27.04 Right to Monitor and Inspect**

A Union Day Care Centre Representative shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours.

### **27.05 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at her/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.

An employee who has received payment under this Section and who is unable to schedule subsequent treatment outside of working hours shall receive pay for time necessarily spent for further medical treatment of the injury subsequent to the day of the accident. An employee receiving payment from WSIB for such lost time shall reimburse the Employer. The Employer's obligation under this Article shall only extend for a period of six (6) calendar months from the date of the incident.

## **27.06 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.

## **27.07 Health and Safety Grievance**

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance.

## **ARTICLE 28 - JOB SECURITY**

### **28.01 Restrictions on Contracting-Out**

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 sub-contracted, transferred, leased, assigned or conveyed in whole or in part, to any other person, company or non-unit employee.

## **ARTICLE 29 - UNION LABEL**

### **29.01 Union Label**

In order that the general public shall be aware of the benefits of a unionized public service, The CUPE Union Label shall be displayed as prominently as possible through the service.

## **ARTICLE 30 - CHILD/ADULT RATIO**

**30.01** The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adults ratio must be at least meet the Child Care and Early Years Act.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.01 Proper Accommodation**

An employee lounge and storage space for personal belongings shall be provided.

### **31.02 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **31.03 Letter of Reference**

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

### **31.04 Hiring Committee**

Staff will sit on the hiring committee and will be rotated for each hiring.

### **31.05 Resignation or Discharge**

Employees wishing to terminate their services shall provide two (2) weeks written notice to the Program Supervisor. Salary or wages can be taken in lieu of vacation entitlement at the time of resignation. Any overtime owing to an employee shall be paid out.

### **31.06 Domestic and Sexual Violence Leave**

The Employer agrees to recognize that employees sometimes face situations in their personal lives that may affect their performance and attendance at work.

An employee who has been employed by the Employer for at least 13 consecutive weeks is entitled to a leave of absence if the employee or child of the employee (step child, foster child or a child under their legal guardianship and who is under 18 years of age) experiences domestic or sexual violence, or the threat of domestic or sexual violence.

Employees shall be entitled to fifteen (15) weeks under this leave. The first five (5) days shall be with pay. In the event the employee exhausts the first five (5) paid days, the employee shall have the option to use vacation days (holiday-H) and sick days (S) before the employee converts to unpaid leave, all benefits under this Collective Agreement will remain in effect and seniority and service will accrue for all purposes.

Such leave may be used for the following:

- To seek medical attention for the employee or the child of the employee in respect of physical or psychological injury or disability caused by the domestic or sexual violence;
- To obtain services from a victim services organization for the employee or for the child;
- To obtain psychological or other professional counselling for the employee or the child;
- To relocate temporarily or permanently;
- To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

**Advising the Employer:**

- An employee who wishes to take a leave under this article shall advise the employer in writing as soon as possible that the employee will be doing so:
- If an employee must begin a leave under this article before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning the leave.

**Evidence:**

- The employer may require an employee who takes a leave under this article to provide evidence reasonable in the circumstances of the employee's entitlement to the leave.

**31.07 ECE College**

- (a) Should an employee be denied a license or be suspended by the College of ECE, the employee may, subject to review and investigation by the Employer's Board of Directors, continue to work at the centre at their pay rate. Depending on the finding and decision of the Board, 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.
- (b) 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 licence, 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.
- (c) Where a vacancy occurs because the College of Early Childhood Educators has suspended the license of an RECE 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.
- (d) Effective retroactively to January 1, 2022, the Employer agrees to reimburse Registered Early Childhood Educators the cost of Membership Renewal, per year with proof of payment and proof of the renewed Certificate of Registration to their Program Supervisor.

The Membership Renewal Form must be completed and submitted prior to the RECE's Membership Expiration Date, any late fees or other costs incurred after the expiration date will not be covered by the Employer.

## **ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS**

### **32.01 Present Conditions to Continue**

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

### **32.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation.

### **32.03 Retention of Superior Benefits**

Where an employee(s) presently enjoys a benefit, which is superior to the comparable benefit provided in this Agreement, employees at that Centre shall retain that benefit until such time as the comparable benefit becomes equivalent to the benefit provided.

Any question as to the equivalence of benefits may be resolved by way of the grievance procedure.

## **ARTICLE 33 - COPIES OF AGREEMENT**

### **33.01 Copies of Agreement**

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

## **ARTICLE 34 – GENERAL**

### **34.01 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.

### **34.02 Membership List**

The Employer shall provide to the Local Union, on a monthly basis, a list of the members of the bargaining unit, their addresses and phone number.

## ARTICLE 35 - TERM OF AGREEMENT

### 35.01 Duration

This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2022 to December 31<sup>st</sup>, 2024 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.

### 35.02 Change in Agreement

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

### 35.03 Retroactive Pay for Terminated Employees

An employee who has severed her/his employment between the termination date of this Agreement and the effective date of the new Agreement will receive the full retroactivity of any increase in wages, salaries or other prerequisites.

### 35.04 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

DATED 2/21/2023

#### For the Employer

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*Filomena Lacaria*  
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*Grace Kingston*  
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*Marie Crosta*  
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*Sydney Raeburn Power*  
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#### For the Union

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**SCHEDULE A - WAGES**

"To recognize long service, employees will be entitled to their birthday off with pay in the year in which they reach ten (10) years of service, twenty (20) years of service and thirty (30) years of service"

Retroactive pay will be paid not later than thirty (30) calendar days after date of ratification.

Schedule : A	2022 (3% increase)	2023 (3% increase)	2024 (3% increase)
Full Time Permanent Position	Total Salary	Total Salary	Total Salary
ECE- Assistant Coordinator	\$59,385.68	\$61,167.25	\$63,002.27
ECE-First Year	\$46,218.23	\$47,604.78	\$49,032.92
ECE-	\$49,380.45	\$50,861.86	\$52,387.71
Teacher Unqualified	\$35,516.20	\$36,581.69	\$37,679.14
Cook First year	\$35,516.20	\$36,581.69	\$37,679.14
Cook	\$36,410.38	\$37,502.69	\$38,627.77
Cleaner First year	\$33,623.84	\$34,632.55	\$35,671.53
Cleaner	\$33,882.45	\$34,898.92	\$35,945.89

Part Time Permanent Position	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate
ECE	\$19.89	\$20.49	\$21.10
Teacher Unqualified - First Year	\$18.45	\$19.00	\$19.57
Teacher Unqualified	\$18.59	\$19.15	\$19.72
Cook - First year	\$18.45	\$19.00	\$19.57
Cook	\$18.76	\$19.32	\$19.90
Cleaner - First Year	\$18.45	\$19.00	\$19.57
Cleaner	\$18.59	\$19.15	\$19.72

**\*Note: All female job classes have reached pay equity effective December 31, 2016**

## **SCHEDULE B - CONTACTS FOR BENEFITS**

### **Pension Plan:**

Provider: Multi-Sector Pension Plan (**MSPP**)

Plan Number: 1221 St. Lawrence Co-operative Day Care Inc.

Address: 105 Commerce Valley Drive West, Suite 310, Markham, ON L3T 7W3

Tel – 905-889-6200

Toll Free – 800-287-4816

Fax – 905-889-7313

Website: [www.mspp.ca](http://www.mspp.ca) email [info@mspp.ca](mailto:info@mspp.ca)

### **Benefit Plan:**

Provider: Medavie Blue Cross

Policy No- 33208 000

Address: PO Box 2000, 185 The West Mall, Suite 1200, Etobicoke, ON, M9C 5P1

Tel – 1-800-355-9133

Fax – 1 509 869 9653

Email: [maax.policy.administrators@medavie.bluecross.ca](mailto:maax.policy.administrators@medavie.bluecross.ca)

Website: <https://www.medaviebc.ca/en/members>

# LETTER OF UNDERSTANDING #1

Between

**St. Lawrence Co-Operative Day Care**

And

**CUPE and its Local 2484-12**

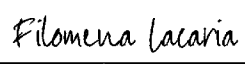
**Re: Info sharing**

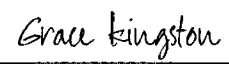
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The parties agree that should the Union receive new information in regards to wages, they will notify Management immediately. The parties further agree that the Union will present all information' regarding pay equity, wage subsidies and previous years agreements accurately to all parties involved.

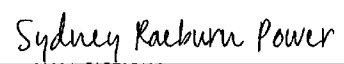
**DATED** 2/21/2023

### For the Employer

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### For the Union

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## LETTER OF UNDERSTANDING #2

Between

**ST. LAWRENCE CO-OPERATIVE DAY CARE**

and

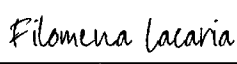
**CUPE and its Local 2484-12**

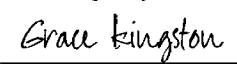
### Re: Grand Parenting of Benefit

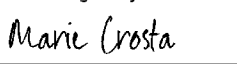
The parties agree that where there has been an ongoing mistake of more than three months, in the payroll of any employee which results in that employee enjoying a higher wage package, the Employee will not be adversely affected, and will be red-circled/grand parented, when such error is found and corrected.


**DATED** 2/21/2023

#### For the Employer


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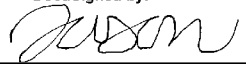
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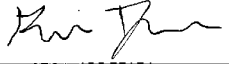
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#### For the Union

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# LETTER OF UNDERSTANDING #3

between

**ST. LAWRENCE CO-OPERATIVE DAY CARE INC.**

and

**CUPE and Its LOCAL 2484-12**

**Re: Benefit Plans**

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The current Benefit Package is with **Medavie Blue Cross**. The Employer may change carriers provided the level of benefits stay the same or there is mutual Agreement between the Union and Employer. This would be to ensure that you can change providers as long as the benefits remain essentially the same, or the change is Agreed to by the Union.

**DATED** 2/21/2023

### For the Employer

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*Filomena Iacaria*  
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*Grace Kingston*  
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DocuSigned by:  
*Marie Crosta*  
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DocuSigned by:  
*Sydney Raeburn Power*  
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### For the Union

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*M. Amey*  
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*Judson*  
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*Chris [Signature]*  
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# LETTER OF UNDERSTANDING #4

between

**ST. LAWRENCE CO-OPERATIVE DAY CARE INC.**

and

**CUPE and Its LOCAL 2484-12**

**Re: Bookkeeper**

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This will confirm the agreement of the parties with respect to the role of the Bookkeeper (Finance and HR Supervisor).

- (a) Notwithstanding Article 3.01, one position with the attached job description, Bookkeeper (Finance and HR Supervisor), will be excluded from the bargaining unit.
- (b) The position remains excluded unless either party identifies that the duties and responsibilities of the position have materially changed. In the event either party identifies that the duties and responsibilities have materially changed, the parties will meet promptly to review the job description and potentially changed duties and responsibilities. If there remains no agreement between the parties, either party can refer the issue to a policy grievance under the Collective Agreement.
- (c) This letter shall form part of the Collective Agreement and shall be fully enforceable and within the interpretive jurisdiction of grievance and arbitration procedures set out within this Collective Agreement.

**DATED** 2/21/2023

**For the Employer**

DocuSigned by:  
*Filomena Lacaria*  
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DocuSigned by:  
*Grace Kingston*  
39879CE58DD8493...

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DocuSigned by:  
*Marie Crosta*  
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DocuSigned by:  
*Sydney Raeburn Power*  
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**For the Union**

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# LETTER OF UNDERSTANDING #5

between

**ST. LAWRENCE CO-OPERATIVE DAY CARE INC.**

and

**CUPE and Its LOCAL 2484-12**

## **Re: Scheduling of Vacation Day for Non-Instructional Day -(TDSB March Break, PA Days and Holiday Closure/Christmas to New Years)**

Notwithstanding that Article 21.02 of the Collective Agreement, the parties agree to the following procedure scheduling of vacation on TDSB and TCDSB Non-Instructional Day, on a without prejudice or precedent basis, during the term of the Collective Agreement.

1. The process will be based on a two (2) year rotational basis;
2. In the first year of the rotation, employees will be asked on a classroom basis which of the non-instructional days they would like to schedule off. The employee with the greatest seniority will be scheduled off on their preferred days;
3. In the second year, the employee who did not have a respective TDSB/TCDSB non-instructional off in the first year, will have these days in the second year of the rotation.

**DATED** 2/21/2023

### **For the Employer**

DocuSigned by:  
*Filomena Iacaria*  
A541768367FA44B...

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DocuSigned by:  
*Grace Kingston*  
39879CE58DDB493...

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DocuSigned by:  
*Marie Crosta*  
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DocuSigned by:  
*Sydney Raeburn Power*  
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### **For the Union**

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## LETTER OF UNDERSTANDING #6

between

**ST. LAWRENCE CO-OPERATIVE DAY CARE INC.**

and

**CUPE and Its LOCAL 2484-12**

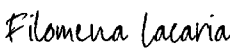
### RE: 19.05 Part-Time Overtime and Additional Hours

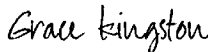
In place of Article 19.05 the following will apply to Part-time employees who are offered additional hours during the term of this Collective Agreement:


Part-time employees will be offered additional hours where full-time employees are absent due to illness, or vacation or of less than 3 (three) days in any given week prior to these hours being offered to casual employees. Part-time employees should recognize that they may be offered additional hours at any of the three (3) daycare sites. Part-time employees will be compensated at straight time up to thirty-five (35) hours per week. Hours in excess of thirty-five (35) weekly shall be given time off in lieu of overtime worked and compensated with time off at the rate of one and one-half (1 1/2) hours for each hour worked overtime, at a time mutually agreed between the employee and the Program Supervisor.


**DATED** 2/21/2023

#### For the Employer

DocuSigned by:  
  
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DocuSigned by:  
  
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DocuSigned by:  
  
 487CEUAL4C4647B...

DocuSigned by:  
  
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#### For the Union

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# LETTER OF UNDERSTANDING #7

between

**ST. LAWRENCE CO-OPERATIVE DAY CARE INC.**

and

**CUPE and Its LOCAL 2484-12**


**RE: Usage of Programming Time**

The parties agree that programming time is an important element of daycare operations. The ability of the Employer to provide programming depends heavily on staff availability and scheduling logistics to maintain ratios while also maintaining a consistency of care providers for the children. It is understood that issues such as ratios may have an impact on the scheduling of programming time. This may result in changes of day or time that programming time will be scheduled, or it may result in an employee being asked to do programming outside of working hours. It is understood that all hours worked will be paid in accordance with hours of work and overtime provisions in the Collective Agreement.

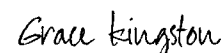
Expiry: This LOU will expire when the current Collective Agreement expires on December 31, 2024. The intent of this LOU is to create a trial period for greater programming time and create an opportunity for the Employer and Employees to come together to create an effective solution that is beneficial to both parties.

**DATED** 2/21/2023

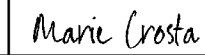
**For the Employer**

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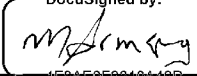
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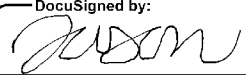
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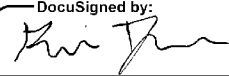
**For the Union**

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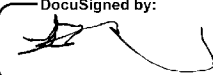
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