

COLLECTIVE AGREEMENT

Between

HESTER HOW EARLY LEARNING CENTRE
(hereinafter called the "Employer" or "Center")

And

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2484-06
(hereinafter called the "Union")

January 1, 2023 to December 31, 2026

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PREAMBLE

Whereas it is the purpose of both parties to this agreement to maintain and improve harmonious relationships and settled conditions of employment between the Employer and the Union and to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service; and to promote the morale, well-being and security of all employees in the bargaining unit; and to maintain a high standard of care for children and the promotion of their intellectual, physical, social and emotional development; and to encourage and promote co-operation and mutual support between the employees, the Employer and the families of the children attending at the Centre;

And whereas the parties mutually agree that it is desirable to set forth their mutual agreement and understanding relating to working conditions and the representation of employees in a collective agreement.

Now therefore witnesseth that the parties hereto agree, the one with the other as follows:

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2484-06 as the sole and exclusive collective bargaining agent for all of its employees save and except Assistant Director, persons above the rank of Assistant Director, Casual employees and Student employees and employees who regularly work twenty (20) hours or less per week. The Employer further agrees to negotiate with the Union concerning all matters affecting the relationship between the parties arising towards a peaceful and amicable settlement of any differences that may arise between them.
- 1.02 Management employees will not regularly perform work that normally falls within the scope of the duties of members of the bargaining unit with the exception of the Assistant Director. However, such restrictions shall not apply in the case of emergency or in situations where maintenance of the necessary level of service and program operation or training of bargaining unit employees require such work.
- 1.03 Definition of Employees
 - a) A Full -time employee is an employee who regularly works at least thirty-five (35) hours per week.
 - b) A Part-time employee is an employee who regularly works more than twenty (20) but less than thirty-five (35) hours per week.
 - c) A Temporary employee is an employee who is employed by contract for a period of time not exceeding eighteen (18) months for the purpose of replacing an employee on maternity/parental leave or up to fourteen (14) months in the case of other leaves of absence. A Temporary employee's

employment will automatically cease on completion of the term stipulated in their contract.

In order to meet health and safety protocols related to a pandemic or other declared emergency (i.e. as was the case with COVID-19), the Employer may hire temporary employees, in addition to the regular staff ratio, for a period not to exceed three (3) months, unless a longer period is otherwise agreed to in writing by the parties.

- d) A Casual employee is an employee who is employed on an "On call" basis for such purposes as to relieve regular employees who are absent from work. Casual employees are not part of the bargaining unit.
- e) A Student employee is 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 are not part of the bargaining unit.

1.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees for just cause provided that a claim for discriminatory classification, promotion, demotion or transfer or claim that an employee has been unjustly discharged and disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- c) generally to manage and operate the Centre in all respect in accordance with its obligations without restricting the generality of the foregoing, the right to plan, direct and control the work of employees, to determine the kind and locations of material and equipment from time to time including the use of temporary, volunteer and project workers. With regards to the latter, the Employer agrees that project workers will be used in addition to the complement of employees working at the Centre;
- d) expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; determine the assignment of work, the size and composition of the work force; make or change rules, policies and practices not in conflict with the provisions of this agreement and generally manage all other matters concerning the Employer's operation of the agency not specifically dealt with elsewhere in this Agreement.

2.02 The Employer agrees that in the exercise of its management rights, as aforesaid, shall at all times be bound by the terms and provisions of this

Agreement and that it will not exercise its rights in an unfair or discriminatory manner.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that neither shall discriminate in the employment or in the administration of this Collective Agreement in a manner which violates the Human Rights Code, as amended from time to time.
- 3.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, or coercion exercised or practiced by either of them with respect to, or because of, an employee's membership or activity in the Union.

ARTICLE 4 - UNION DUES

- 4.01 As a condition of employment or continued employment, the Employer will deduct from each employee in the bargaining unit an amount equivalent to the union dues currently in effect in accordance with the Constitution of the Union. The amount so deducted shall be remitted by the Employer to the National Secretary of the Union on or before the 20th day of the month following the month in which such deductions were made unless otherwise required by law. Such remittance shall be accompanied by a list of employees on whose behalf the deductions were made.
- 4.02 The Union shall indemnify the employer and save it harmless from any or all claims, demands, actions or causes of action, which may arise either from deduction of dues as aforesaid of any action taken against an employee at the request of the Union.
- 4.03 The Employer agrees to include upon the Income Tax (T 4) slips, which are made available to employees, the amount of union dues remitted of the employee to the Union in the tax year for which T-4 slips are issued or on a separate document in the event that the T-4 slip is amended or replaced.
- 4.04 The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect and with the condition of employment set out in this Article dealing with the deduction of union dues.
- 4.05 Each new employee shall be given an opportunity to be interviewed by a representative of the union at the end of the working day for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting new employees with the union and the terms of this collective agreement. It is understood and agreed that such interview shall not result in a loss of regular pay to any such employee.

ARTICLE 5 – CORRESPONDENCE

5.01 All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union, with copies to the Union's Regional Office in Toronto, and the Steward at the Centre. A copy of any correspondence between the Employer, or its 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 their designate.

ARTICLE 6 - LABOUR MANAGEMENT BARGAINING RELATIONS

6.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

6.02 The Employer will recognize a Union committee of not more than two (2) employees who will hold office in the Union for the purpose of meeting with the Employer to deal with negotiations. Time spent for such purposes will occur outside regular working hours.

6.03 The Union acknowledges that committee members have regular duties to perform on behalf of the Employer and that such employees shall not leave their regular duties without first obtaining permission to do so from the Director. Permission to leave regular duties shall not be unreasonably withheld by the Director it being understood, that meetings shall normally be scheduled to take place outside of regular working hours.

6.04 The Employer shall not be required to recognize a member of the committee until they have completed their probationary period in the employment of the Employer. An employee who has not completed their probation but has had previous day care experience of one (1) year or more could serve on this committee.

6.05 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees as an advisor when dealing with or negotiating with the Employer. Such representative shall have access to the Employer's premises at a mutually convenient time upon making prior arrangements to do so with the Employer and upon agreeing to meet at such location in the Employer's premises as may be designated by the Employer.

6.06 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, the date of

such meeting must be held not later than thirty (30) days after the request has been given.

- 6.07 Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union information required by the Union such as positions in the bargaining unit, wage rates, financial and actuarial information pertaining to pension and welfare plans which are in the possession of the Employer.
- 6.08 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures, union meetings on topics related to employment to be held on the Employer's premises following the regular working day. Prior arrangement for such functions shall remain with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Centre.

ARTICLE 7 – DISCIPLINE

- 7.01 Non-probationary employees will be disciplined or discharged in accordance with the principles of just cause and progressive discipline. Disciplinary or discharge notices will be in writing and will indicate the reasons for the discipline or discharge. The employee will receive a copy of the disciplinary or discharge notice. The Union Steward will also be given a copy of such discipline or discharge notices.
- 7.02 Before issuing a disciplinary or discharge notice, the employer will inform the employee of their right to have a shop steward present. Where it is not practical to discharge an employee in person, the employer may send an employee a discharge notice through Registered Mail in which case the preceding sentence will not apply. Copy of the notice shall be forwarded to the Union's Steward.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For the purposes of this agreement, a grievance is defined as any difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement including any questions as to whether a matter is arbitrable.
- 8.02 Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance ("Policy Grievance"), Step 1 of this grievance procedure shall be by-passed and Step 2 shall be applied.
- 8.03 Where the Employer has a grievance, it shall be presented to the National Representative of the Union and shall constitute Step 2 for that purpose.
- 8.04 The Union may elect or otherwise select one (1) Steward to investigate disputes and present grievances as provided for in this article. The Union recognizes that the Steward is employed on a full-time basis by the Employer and that they

will not leave their work during regular working hours except with the prior permission of the Employer. Under normal circumstances, the Steward is expected to have any meeting with management or to investigate grievances after regular working hours, unless such meeting or investigation can be done without disruption of care to the children.

- 8.05 A member of the bargaining unit shall have the right to request their steward to be present at any formal meeting between the employee and representative of the Centre, when discussing any matter which may result in discipline being given to the employee. It is understood that the role of the Steward shall be to observe and advise the employee. It is agreed that attendance at such meetings will not result in loss of pay.
- 8.06 The Centre shall notify employees of their right to have a Steward present during any formal meeting involving discipline, suspension or discharge.
- 8.07 An employee who has a complaint shall first discuss it with the Director. The employee may be accompanied by their Steward if they so desire it. Such complaint shall be brought to the attention of the Director within five (5) working days of the incident becoming known to the employee. The Director's decision shall be given verbally within three (3) working days.
- 8.08 Steps in the grievance procedure are as follows:

Step 1

Should the employee be dissatisfied with the Director's disposition of the complaint, they may, with the assistance of the Steward, refer the matter on a written grievance form supplied by the Union to a member of the Personnel Committee of the Board of Directors. This shall constitute a formal grievance at Step #1 and shall be filed within five (5) working days of the receipt of the Director's verbal reply as specified in Article 8.07 (above). Such grievance shall contain a statement of facts relied upon, indicate the relief sought, and be signed and dated by the employee. The Personnel Committee of the Board of Directors shall answer the grievance in writing within ten (10) working days.

Step 2

Failing settlement of the grievance at Step 1, the Union may submit the grievance to the Board of Directors of the Centre. The Board of Directors shall hold a meeting with the Steward and the employee/griever and render a decision within fifteen (15) working days after the said meeting.

Step 3

Failing a satisfactory settlement being reached at Step 2, the Union may refer the dispute to arbitration as hereinafter provided.

- 8.09 Time -limits specified in the grievance procedure may only be extended by mutual agreement in writing.

- 8.10 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievance as one (1) grievance subject to all applicable provisions under the grievance procedure.
- 8.11 Replies to grievances, stating reasons, shall be in writing at all stages.
- 8.12 If at any step of the grievance procedure, the grievance has not been processed by the Employer or the Union within the time limits as prescribed, the grievance shall be advanced to the next step but nothing herein shall permit a party to bypass a step and proceed directly to arbitration.
- 8.13 The reference to working days in this article shall mean Monday to Friday inclusive but excluding any designated paid holidays.
- 8.14 A claim by an employee who has completed a probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Personnel Committee at Step 2 of the grievance procedure within three (3) working days after the employee ceases working for the Employer. Such special grievance may be settled by mutual agreement at any time up to and including arbitration.

ARTICLE 9 – ARBITRATION

- 9.01 If a grievance is not settled through the grievance procedure, it may be submitted to arbitration provided the party so referring the grievance to arbitration notifies the other party in writing within fifteen (15) calendar days after the decision rendered at Step 3. Such written notice shall contain the name of the arbitrator who will represent the party requesting the arbitration. Within fifteen (15) calendar days after of receipt of such notice, the second party shall name its arbitrator. The two (2) arbitrators so selected shall within five (5) days of the appointment of the second of them, attempt to agree upon the appointment of a third person who shall act as chairperson. If the recipient of the notice fails to appoint an arbitrator or if the appointees fail to agree upon a chairperson within the time limits provided for herein, such appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 9.02 The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chairperson shall govern.
- 9.03 The arbitration board shall not add to, detract from, alter, modify or amend any part of this agreement or otherwise make any decision inconsistent therewith.
- 9.04 Each of the parties hereto shall bear the expenses of the nominees appointed by them and the parties shall share equally the expenses of the chairman of the arbitration board.

- 9.05 Failure to observe the time limits set forth in the grievance/arbitration procedure shall be deemed to mean that the grievance has been abandoned unless an extension of time limit has been mutually agreed upon by the parties.
- 9.06 Either party may choose to use a sole arbitrator, and the cost of the arbitrator will be shared equally between the parties.
- 9.07 If both parties agree, the parties may engage in mediation at any stage in the grievance/arbitration process. The parties will share the cost of a mediator equally.
- 9.08 A single Arbitrator may be requested by either the Employer or the Union and will be subject to mutual agreement.
- 9.09 In this case the party electing arbitration shall submit the names of at least two (2) or more Arbitrators to the other party in the letter preceding the 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.
- 9.10 The single Arbitrator shall have the same powers as the board.
- 9.11 Seniority is defined as the length of service in the employ of the Employer and shall be used as set out in other provisions of this agreement.

ARTICLE 10 – SENIORITY

- 10.01 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced as either a Full-time employee or Part-time employee as defined in Article 1.03 a) or b), respectively. An up-to-date seniority list shall be sent to the Union and posted within the Centre in January of each year. Consistent with article 1.03 (c), Temporary employees are not considered seniority employees. Should a Temporary employee be the successful candidate for a Full-time or Part-time position and pass their probationary period, their seniority will be back-dated to the date that they were most recently hired as a Temporary employee. Benefits coverage will begin after they pass their probationary period.
- 10.02 A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. After three (3) months, the employer shall meet with the probationary employee to review the work performance of the employee and discuss the evaluation of the employee.
- 10.03 During the first three (3) months of employment, the employer may discipline or discharge an employee at its sole discretion and such discipline or discharge shall not be the subject of the grievance.
- 10.04 After three (3) months of employment but before six (6) months of employment, the employee will continue to be on probation. During this time period, an employee may be discharged on the basis of lack of suitability and/or

performance issues. The employer will not be held to the standard of "just cause" with respect to the discharge of an employee but the employer must act fairly and reasonably. Employees have the right to grieve discipline or discharge during this time period.

- 10.05 As a condition of employment, the Employer will require that all employees be inoculated against the common diseases such as German measles, polio, small pox, etc. and all diseases that the Medical Officer of Health may stipulate. Proof of such inoculation must be supplied to the Employer before any newly hired employee shall be allowed to commence their probationary period. Similarly, present employees shall be required to submit proof of inoculations at regular intervals.
- 10.06 The seniority of an employee shall terminate and an employee shall cease to be employed by the Employer:
- a) if the employee resigns;
 - b) if the employee is discharged and such discharge is not reversed at the grievance procedure;
 - c) if an employee is laid off for a period in excess of their accumulated seniority in the employ of the Employer.
 - d) if the employee fails to report to work within three (3) working days after being notified in writing by email to do so by the Employer following a layoff or fails to advise the Employer within two (2) working days of their intention to report for work in accordance with such notice;
 - e) if the employee is absent from work without permission or overstays an authorized leave of absence and fails in either case to furnish the Employer with an acceptable reason for such absence;
 - f) if the employee is absent on disability insurance in excess of two (2) years.

ARTICLE 11 - PROMOTIONS, STAFF CHANGES & JOB POSTINGS

- 11.01 When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post a notice of the position on a bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position and they may apply.
- 11.02 Such notice shall contain the following information: Nature of position, qualifications, required education and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.
- 11.03 Outside applications for an advertised vacancy shall not be considered until such time as applications of present union members of the Centre have been fully processed in accordance with this Article, except in emergency situations.

- 11.04 If, after carefully considering all internal applicants, the employer concludes that no internal applicants are qualified for the vacancy or new position, the Employer may fill the vacancy or new position with an external applicant. It is the employer's intention to fill permanent full-time vacancies or new full time positions with full time staff.
- 11.05 The employer may request a member of the bargaining unit to participate in the interview process.
- 11.06 The following factors shall be considered in assessing all applications for promotion or transfer:
- a) skill, competence, efficiency and educational qualifications of employees;
 - b) seniority.
- 11.07 Where, in the judgment of the Employer, the qualifications in factor (a) above, are relatively equal as between two (2) or more employees, seniority shall govern. Such judgment shall be made in a fair, impartial and consistent manner. Appointments from within the bargaining unit will be made within reasonable time after the posting.
- 11.08 The successful applicant shall be placed on a trial period of up to twelve (12) weeks. Conditional on satisfactory service, the employee shall be declared permanent in that position after the period of twelve (12) weeks. 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, they shall be returned to their former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions, shall also be returned to their former position, wage and salary rate, without loss of seniority.
- 11.09 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.
- 11.10 Where a vacancy occurs because the College of Early Childhood Educators has suspended the registration of an ECE employee, the Centre 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 Educators.

This is to say, that the Centre will fill the position with a contract position during the one (1) year period following the date of the employee's suspension before posting a full-time regular ECE position.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, In the event of a layoff, senior qualified employees shall be given the first option of accepting a layoff.

- 12.02 Where senior employees do not accept layoff, employees shall be laid off in the reverse order of their seniority always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Child care and Early Years Act. It is understood that there shall be one experienced staff member left in each of the programs in the event of a layoff.
- 12.03 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- 12.04 Employees shall be recalled in order of their seniority provided they are qualified in accordance with the Child Care and Early Years Act. A senior employee shall not be required to accept a recall if a junior employee is available and is qualified in accordance with the Child Care and Early Years Act to fill the position. If a senior employee declines a recall, they may not later exercise seniority to bump the qualified junior employee who filled the available position to which the recall applied.
- 12.05 Employees shall not be hired until those laid off have been given an opportunity of recall subject to employees being qualified under the Child Care and Early Years Act.
- 12.06 Grievances concerning layoffs and recalls shall be initiated in Step #2 of the grievance procedure.
- 12.07 In the event of a lay-off of a Full-time or Part-time employee, the parties agree that the Centre shall continue to pay its share of the group health and medical insurance premiums ("Group Health and Medical Premiums") – i.e. 100% for F/T and 75% for Part time employees for laid-off employees up to a maximum period of three (3) months.

Part-time employees shall remain responsible to pay their share of their Group Health and Medical Premiums, unless they inform the Centre in writing within two weeks of their date of layoff that they do not wish to have their group health and medical coverage to continue while they are laid off.

For clarification, Group Health and Medical Premiums are those that pertain to items listed in Article 26.01 (a) through (f) inclusive. They do not include items STD and LTD coverage listed respectively in Article 26.01(g) and (h). Any particular benefit remains subject to the applicable provisions of the relevant policy as administered by the carrier.

ARTICLE 13 - HOURS OF WORK

- 13.01 The regular daily hours of work for an RECE position shall be seven (7) hours per day. The regular daily hours of work for a Float position shall be eight (8) hours per day.

- 13.02 The regular weekly hours for a RECE position shall be thirty-five (35) hours Monday to Friday, inclusive. The regular weekly hours for a Float position shall be forty (40) hours Monday to Friday, inclusive.
- 13.03 There will be one (1) hour unpaid lunch break every working day for all full-time employees. However, RECEs must ensure that at all given times the requisite number of employees remain on the premises to supervise the children.
- 13.04 The Centre may periodically create or adjust a rotating on call schedule amongst RECEs in a RECE position to provide onsite sleep coverage to meet its operational requirements under the Child Care and Early Years Act. No staff may be scheduled for more than one hundred (100) on call shifts in a calendar year. For clarification, Float position does not participate in the on-call schedule.
- 13.05 In the event of absence, remaining staff must ensure that the requisite number of educators, inclusive of Casual (supply) educators, remain on the premises to supervise the children.
- 13.06 It is understood that the lieu days provided in Article 22 fully compensate RECEs for the time required to remain on site during their lunch periods as per Article 13.04.
- 13.07 Employees starting hours will be between the hours of 8:00 a.m. and 9:30 a.m. It will be the responsibility of the employees to arrange between themselves their starting times on any given day.
- 13.08 All employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in an area made available by the Employer.

ARTICLE 14 – OVERTIME

- 14.01 When employees are required to work beyond their scheduled hours, because of a late pick up of a child, they will be paid \$10.00 (ten dollars) for the first five (5) minutes and \$2.00 (two dollars) for each additional minute for each staff member required to stay.
- 14.02 All time worked before or after the regular workday shall be considered overtime.
- 14.03 Employees shall be compensated for attendance at the following meetings in accordance with Article 14.02, above when they occur outside the regular hours of work:
- a) Staff meetings
 - b) Annual general meetings (1 ½ hr. maximum)

14.04 Authorized overtime work shall be paid for at the rate of time and one half (1½).

ARTICLE 15 – PROGRAMMING TIME

15.01 In this article “employee” refers only to an employee occupying a position as a Full-Time RECE, and “employees” shall have the corresponding plural meaning.

15.02 Each Full-time RECE employee will be entitled to two and one half (2.5) hours of programming time per week, based on full attendance for a full five (5) day week. In general programming time will be pro-rated for a given week. For example, in a week in which there are only four (4) working days or in which the Full-time RECE employee is in attendance at work on four (4) working days, the programming time for that week for that Full-time RECE employee will be two (2) hours.

15.03 If a Full-time RECE employee is absent, the Supervisor may assign program time otherwise scheduled for the absent employee to another employee at work on that day.

15.04 Programming time is intended to be used reasonably for purposes such as to plan programming, to complete paperwork such as Individual Education Plans (IEPs), to complete observations, and for those Full Time RECE employees who supervise student educators, to spend time providing feedback and completing necessary documentation and evaluations related to the supervision of the student educators.

15.05 Programming time shall be scheduled from time to time by the Director or Assistant Director who will from time to time solicit or receive input from employees in regard to the scheduling of programming time.

ARTICLE 16 - PAID HOLIDAYS

16.01 The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Monday – Friday)
Victoria Day	Christmas Day
Canada Day	Boxing Day

16.02 In addition to paid holidays in article 16.01, there shall be three (3) Floating Holidays, and effective starting in 2024, one (1) additional float day with respect to the National Day for Truth and Reconciliation (NDTR). It is understood that the Centre will not close on the day on which the NDTR is observed. Float days will be taken at the employee's choice but compatible with the needs of the Centre.

The Centre will recognize any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal governments. The Parties agree that if at some future time the Province of Ontario proclaims a provincial Day for Truth and Reconciliation or a substantially similar day of recognition, the law pertaining to the provincial public holiday shall prevail and the additional Floating Holiday with respect to the NDTR under this article shall cease to apply under this Collective Agreement.

- 16.03 The observance of religious holidays will be permitted without pay and provision made for the time necessary to attend religious services.
- 16.04 Remembrance Day is recognized as a holiday. If, for whatever reason, i.e. City Hall is open on Remembrance Day, the Employer will issue, to the employees, another float day in lieu of having to work on Remembrance Day.
- 16.05 When any of the above noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day the Employer shall provide one other day which shall be deemed to be the holiday for the purpose of this Agreement. This does not apply to the Remembrance Day Holiday.
- 16.06 Entitlement to holiday pay shall only occur if the employee has worked their normally scheduled hours the day preceding and the day following the statutory holiday. Failure to attend work on either of those days without reasons acceptable to the Employer shall result in the loss of holiday pay.
- 16.07 Part time employees shall be entitled to the above paid holidays and shall receive holiday pay for the day on a pro rata basis as their hours of work compares to full time hours of work, as long as the employee has worked their normally scheduled hours the day preceding and the day following the statutory holiday.

ARTICLE 17 – VACATIONS

- 17.01 An employee shall receive an annual accrual of vacation with pay in accordance with the employee's years of employment as follows:

Less than one (1) year	1¼ working days each month
In the calendar year of the 1 and 2nd anniversary	16 working days
In the calendar year of the 3rd anniversary	18 working days
In the calendar year of the 4th through 7th anniversaries	21 working days
In the calendar year of the 8th and 9th anniversary	26 working days
In the calendar year of the 10th through 14th anniversaries	27 working days
In the calendar year of the 15th through 19th anniversaries	28 working days
In the calendar year of the 20th anniversary	30 working days

- 17.02 In addition to the above vacation grid, employees who have completed twenty (20) years of service will be provided with an additional, one time, five (5) days of vacation days in their 21st year of service.
- 17.03 Part time employees shall be entitled to the above vacations and shall receive vacation pay on a pro rata basis as their hours of work compares to full time hours of work.
- 17.04 If a paid holiday falls on or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employer and the employee.
- 17.05 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.
- 17.06 On normal retirement an employee shall be entitled to the same vacation or vacation pay, which would have been earned if, the employee had continued in employment to the end of the calendar year.
- 17.07 If vacations are requested during the months of July and August, the Employer will attempt to grant such requests while acting reasonably and without discrimination.
- 17.08 Each employee shall receive an unbroken period of vacation except in the months of July and August where a maximum of ten (10) working days will be taken unless mutually agreed upon between the Employer and an employee.
- 17.09 All employees shall be required to take their vacation entitlement in the qualifying year. There shall be no carryover of vacation entitlement.

ARTICLE 18 - SICK LEAVE

- 18.01 Sick leave means the period of time an employee is unable to attend work due to an illness, accident or for the care of an ill dependent. For the purposes of this Article, a dependent shall mean a child, spouse, parent, or relative residing with the employee.
- 18.02 Upon notifying the Director, each employee may use their sick bank while under the care/examination of their doctor, dentist or specialist.
- 18.03 Employees may also use their sick bank to attend periodic appointments with doctors, dentists or specialists provided the employee receives approval from their Director to do so.
- 18.04 Sick leave for Full-time Employees shall be earned at the rate of one point five (1.5) days per month an employee is employed to a maximum of eighteen (18) days per year. Sick days not used in the year they are earned during this Collective Agreement shall be paid out to the employee's group RRSP plan to a maximum of 80%.

- 18.05 Part time Employees shall be paid for sick days on a pro rata basis as their hours of work compares to full time hours of work.
- 18.06 Where no one other than the employee can provide for the needs of their dependents during illness, an employee shall be entitled, after notifying their Director, to use sick leave days for this purpose.
- 18.07 A deduction shall be made from sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave.
- 18.08 An employee may be required to produce medical documentation for any illness exceeding three (3) working days certifying that they were unable to carry out their duties due to illness. Likewise, in the case of an ill child or dependent, a certificate may be required verifying the illness of the child or dependent.
- 18.09 When an employee is laid off on account of lack of work, they shall not receive sick leave credits over the period of such absence but shall retain their entitlement to sick leave, if any, for that year.

ARTICLE 19 - LEAVES OF ABSENCE

- 19.01 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions may be allowed leave of absence without pay.
- 19.02 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay so that the employee may be a candidate in Federal, Provincial or Municipal elections.
- 19.03 An employee shall be granted a leave of absence without loss of pay for five (5) working days following the death of their: Spouse (which includes common law spouse or same-sex partner), Parent (which includes, parent-in-law, step-parent, and grandparent), Child (which includes, step-child, foster-child, child-in-law, grandchild), Sibling (which includes step-sibling and sibling-in-law), Niece and nephew (i.e., Child of a Sibling)

Employees will be granted two (2) additional days of leave if the employee attends the burial of, which takes place outside of the province of Ontario of any of the above listed individuals.

Bereavement leave may commence no earlier than the date of the death. Employees may be granted the flexibility to distribute their bereavement leave entitlement over two (2) time periods, not exceeding the total entitlement, in order to support religious and/or cultural diversity. Where employees request to distribute their bereavement leave entitlement over two (2) time periods, the complete leave must be taken within twelve (12) months of the date of death.

- 19.04 An employee shall be granted a one (1) day leave of absence without loss of pay to attend the funeral of an aunt, uncle or cousin, provided that such day was a scheduled work-day for the employee.

- 19.05 Employees shall be allowed a leave of absence with pay and without loss of seniority and benefits for the purpose of moving their household. Such leave shall be for (1) day in each twenty-four (24) month period.
- 19.06 The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.
- 19.07 The Employer may grant an employee leave of absence without pay and without benefits and without loss of seniority upon receipt of a written request from any employee requiring such leave. Approval for such personal leave of absence shall be within the entire discretion of the Employer. Such request shall not be unreasonably withheld. Requests for such leave may be for reasons including but not limited to professional development and/or educational upgrading. An employee on leave under this clause will not accumulate lieu days.
- 19.08 A pregnant employee shall receive an immediate leave of absence if the Medical Officer of Health determines that a known or suspected case of any communicable disease occurs within the Centre, exposure to which the Medical Officer of Health has determined, is dangerous to a pregnancy.
- The employee will return to work upon the decision of the Medical Officer of Health that the Centre is free of the stated disease, and that any danger ceases to exist.
- For the first twenty (20) days of the leave, the employee will receive full pay and benefits, but will not accumulate lieu days.
- Thereafter, an employee shall continue to accumulate seniority and receive all benefits during the entire period of absence, but will not accumulate lieu days.
- 19.09 The Union Officer/Steward will be permitted up to twenty-one (21) hours per calendar year to attend to Union business (the "Union Days") without loss of salary, benefits or seniority. Such Union Days shall be non-cumulative, such that if less than the allotted Union Days be utilized in any calendar year, it/they shall not be carried forward to the ensuing calendar year. Such time shall be taken in no less than three-and-one-half hour (3½) intervals. The Union shall compensate the centre for the full salary, benefits and any other compensation paid to the Union Officer/Steward during absences from the centre for the said Union Days.
- 19.10 In addition to the said Union Days, the bargaining unit, as a whole, will be entitled to a total of an additional three (3) days per calendar year for the purpose of participating in any advocacy work that is part of a campaign endorsed by either the Ontario Coalition for Better Childcare (OCBCC) or the

Toronto Coalition for Better Childcare (TCBCC). Such additional Union Days shall also be noncumulative, such that if less than all of the additional Union Days be utilized in any given calendar year, it/they shall not be carried forward to the ensuing calendar year. Such time off will be without loss of pay, benefits or seniority.

- 19.11 It is understood that for the purposes of Article 18 [Sick Leave], 19.02 [Public Affairs], 19.07 [Personal Leave], employees will have all benefits prorated to the period of time actually worked at the Centre prior to or following the leave of absence.

ARTICLE 20 – PREGNANCY/PARENTAL LEAVE AND S.U.B. PLAN

20.01 Bargaining unit employees shall be entitled to the following pregnancy and parental leave benefits:

1. The maximum statutory benefits under Provincial and Federal legislation.
2. The Centre will make application to the Canada Employment and Immigration Commission to participate in a pregnancy and parental leave benefit programme that provides for the Centre to supplement the employee's salary with Employment Insurance Benefits during maternity and parental leave. This is in accordance with the Canada Employment and Immigration Commission Supplementary Unemployment Benefits (S.U.B.) plan.
3. The combination of S.U.B. and Employer contribution and any other earnings shall be seventy-five percent (75%) of pre pregnancy and parental leave salary for up to a maximum of fifty (50) weeks whether or not the combined period(s) of pregnancy and parental leave exceed fifty (50) weeks. Employees who are not eligible for E.I. are not eligible for S.U.B.
4. Employees must apply for E.I. before S.U.B. becomes available. This benefit will become available on the date the S.U.B. plan is approved by the Federal authorities.
5. Pregnancy/parental leave shall cover a period up to seventy-eight (78) weeks before and/or after the birth of a child in accordance with applicable legislation. Full seniority shall accumulate during the leave, all benefits shall be paid by the Employer throughout the leave and vacation accrual shall continue to accumulate throughout the leave subject to a maximum of fifty-two (52) weeks, provided the employee returns to work following the leave for a period of time at least as long as the period of the pregnancy/parental leave.
6. If an employee does not continue to work following their pregnancy/parental leave as described above, the employee will be liable to compensate the employer for all benefits paid during the leave, including but not limited to the S.U.B. plan employer "top up". Available lieu days credits accrued for

the period prior to the leave may be applied as compensation towards the above noted benefits pay back.

7. The employer agrees not to enforce its rights to compensation as described above in cases where severe illness (of either the mother or child) established by way of sufficiently detailed medical documentation prevents the employee from returning to work or continuing to work for a period equal to the period of the pregnancy/parental leave.
8. Employees shall provide return dates to the employer prior to commencing pregnancy/parental leave.
9. Employees wishing to return before their original date shall provide the employer with four (4) weeks notice prior to the newly requested date. Employees wishing to return later than their original date shall provide the employer with four (4) weeks notice prior to their original return date. On return from pregnancy/parental leave, the employee shall be placed in their former or equivalent position.
10. Parental leave (including adoption leave) of up to sixty-three (63) weeks for an employee who has not taken pregnancy leave. An employee taking a parental leave under this section will be entitled to a S.U.B plan entitlement for up to thirty-five (35) weeks. For clarification, the S.U.B plan entitlement for an employee on parental leave (including adoption leave) under this section does not apply to an employee taking pregnancy/parental leave under section 5 above.

11. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

- a) The objective of the Plan is to supplement the Unemployment Insurance Benefits received by workers for unemployment caused by pregnancy.
- b) The following group of employees are covered by the Plan:
 - i. All persons covered by the collective agreement between Hester How ELC and the Canadian Union of Public Employees, Local 2484-06 and;
 - ii. Managerial staff.
- c) The benefit level paid under this Plan is set at seventy-five percent (75%) of the employee's normal weekly salary. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other employment earnings received by the employees, will not exceed seventy-five percent (75%) of the employee's normal weekly earnings,
- d) The maximum number of weeks for which SUB is payable during a pregnancy and parental leave combined is fifty (50) weeks. The maximum number of weeks for which SUB is payable during a parental leave, where the person has not taken pregnancy leave, or an adoption

leave is thirty-five (35) weeks. Regardless of whether the employee elects to take a longer leave as permitted by statute, benefits under the SUB Plan shall be paid to eligible employees up to the first fifty (50) weeks of a combined pregnancy and parental leave or up to first thirty-five (35) weeks of a parental or adoption leave, as the case may be. For clarification, the weekly SUB benefit in the case of a combined pregnancy and parental leave shall be calculated for a period of up to fifty (50) weeks as though the employee had elected to take the leave of fifty-two (52) weeks. Similarly, the weekly SUB benefit in the case of a parental leave or an adoption leave shall be calculated for a period of up to thirty-five (35) weeks as though the employee had elected to take the leave of thirty-seven (37) weeks.

- e) The duration of the Plan is for the life of the Collective Agreement entered into between Hester How Early Learning Centre and CUPE Local 2484-06.
- f) Employees not entitled or disqualified from receiving EI benefits are not eligible for SUB.
- g) Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.
- h) The Plan is financed from the Employer's general revenues. SUB payments will be kept separate from payroll records.
- i) Employees must apply for unemployment insurance benefit before SUB becomes payable.
- j) The employee must provide the Employer with proof that they are receiving EI benefits.
- k) The Employer uses the computer print out from the Employment and Immigration Commission to verify that employees are receiving EI benefits or other earnings. The company's Revenue Canada Taxation Registration # is VEK311938.

20.02 As an exception to Article 17.09 prohibiting the carry-over of vacation pay, the following administrative protocols shall apply to employees scheduled to take pregnancy and/or parental leave ("pregnancy/parental leave") who are eligible under Article 20.01 to accrue vacation for a maximum of 52 weeks of their pregnancy/parental leave ("Maximum Period").

1. Prior to the start of their pregnancy/parental leave, employees shall use all their vacation accrued for the portion of the calendar year calculated up to the anticipated start-date of their pregnancy/parental leave.
2. In addition, prior to the start of their pregnancy/parental leave, employees shall use (or at the employee's option be paid out) all the vacation that they

would normally accrue during the portion of the Maximum Period falling within the calendar year in which they start their pregnancy/parental leave.

3. Employees shall accrue vacation during the remainder of the Maximum Period (if any) falling in the year after they started their pregnancy parental leave ("Remainder Accrual").
4. Employees shall take all their vacation corresponding to the Remainder Accrual when they return to the Centre immediately upon the expiry of their pregnancy/parental leave.
5. Instead of taking their vacation as set out in point 4 above, employees may elect to be paid out their Remainder Accrual, provided their request to do so is submitted by email to the Director at least four (4) weeks prior to the scheduled expiry of their pregnancy parental leave.
6. For clarification, employees shall resume accrual of vacation in accordance with article 17.01 upon their return to work following the expiry of the pregnancy/parental leave.
7. The parties shall cooperate in good faith to address situations where an employee's pregnancy/parental leave does not unfold as anticipated.

ARTICLE 21 - FAMILY CAREGIVER LEAVE, CRITICALLY ILL CHILD-CARE LEAVE AND OTHER LEAVES AVAILABLE UNDER THE EMPLOYMENT STANDARDS ACT 2000

21.01 In addition to any provisions of this agreement that may provide for a leave, the following clause is applicable to all bargaining unit employees:

21.02 The following unpaid leaves will be granted to all employees, as required and under conditions stipulated by the Employment Standards Act 2000, as amended from time to time. As of the effective date of the current term of this Collective Agreement these leaves are as follows:

- a) Family Medical Leave
- b) Organ Donor Leave
- c) Family Caregiver Leave
- d) Critical Illness Leave
- e) Child Death Leave
- f) Crime-related Child Disappearance Leave
- g) Family Responsibility Leave
- h) Emergency Leave, Declared Emergencies
- i) Reservist Leave

- 21.03 In addition, an employee will be entitled to Domestic or Sexual Violence Leave as required and under the conditions stipulated under the Employment Standards Act, 2000 as amended from time to time. Paid portion of any Domestic or Sexual Violence Leave shall not exceed five (5) days.
- 21.04 An employee may utilize unused available sick leave days under article 18 where they qualify for and take any of the following unpaid leaves:
- a) Family Medical Leave
 - b) Organ Donor Leave
 - c) Family Caregiver Leave
 - d) Critical Illness Leave
 - e) Child Death Leave
 - f) Crime-related Child Disappearance Leave
 - g) Family Responsibility Leave
 - h) Domestic or Sexual Violence Leave (Unpaid portion)
- 21.05 For the Duration of these unpaid leaves, employees with seniority will accumulate their seniority, but will not accumulate lieu days.
- 21.06 For the duration of these unpaid leaves, with the exception of Reservist Leave, the employer will continue contributions to the existing benefit plan, as stipulated by the group benefit plan assessment and the Employment Standards Act 2000.
- 21.07 The leave provisions in this Collective Agreement provide a greater right or benefit than the minimum requirements of the Employment Standards Act, 2000 as currently amended (May 14, 2019). If the Employment Standards Act, 2000 is amended or replaced by legislation ("New Legislation"), that introduced new or enhanced leave provisions that are better than the leave provisions in the Collective Agreement, employees will be entitled only to the leave provisions in the New Legislation in place of those in the Collective Agreement.

ARTICLE 22 - LIEU DAYS

- 22.01 Each Full time Employee in a RECE position shall be allowed six (6) lieu days per year which shall be earned at the rate of one (1) on each of the following dates: January 1st, March 1st, May 1st, July 1st, September 1st and November 1st.
- 22.02 Each full time Employee in an RECE position shall be permitted to accumulate lieu days to a maximum of ten (10).
- 22.03 Each full time Employee in an RECE position shall not accumulate lieu days when on a leave of absence.
- 22.04 Lieu days shall be taken at a time mutually agreed upon by the Employer and the employee.

ARTICLE 23 - DOMESTIC VIOLENCE COOPERATION

23.01 The parties acknowledge that domestic violence is a significant social problem that may affect the health and well-being of Hester How employees. The parties agree to continue meeting to establish and implement a jointly developed program to accommodate employees who are victims of domestic violence.

ARTICLE 24 - PROFESSIONAL DEVELOPMENT

24.01 The Employer may grant up to three (3) days as professional development days per calendar year. Employees making such requests will be required to present to the Director the particulars of the event the employee wishes to attend. The granting of such leave will be in the discretion of the Employer. A day for Professional Development under this article shall not be used to attend a certification or re-certification Standard First Aid and CPR Course ("First Aid Course")

24.02 In a year in which an employee is required for purpose of maintaining their qualifications to attend a First Aid Course, the employee may in advance submit a written/verbal request to the Supervisor to take up to one (1) regular day off with up to one (1) regular day's pay in order to attend a recertification First Aid Course or up to two (2) days off with up to two (2) regular days' pay to attend a certification First Aid Course. Where the Supervisor has approved the request, the employee may take the approved time off scheduled with pay to attend the First Aid Course.

24.03 For clarification, if the Employer requires and schedules an employee to attend educational program(s) apart from professional development days requested by the employee under Article 24.01 and First Aid Course under Article 24.02 ("Other Educational Programs"), the employee's time away from work to attend Other Educational Programs will not count toward days available to the employee under Article 24.01 and Article 24.02.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 The Employer shall pay salaries every second Friday 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 their salary and deductions.

25.02 Rate of Pay and Classification

When an employee is assigned by the Employer to temporarily relieve in or perform the principle duties of a higher paying position for more than two (2) working days, they shall receive the minimum rate for the position after the second day. It is understood that non-qualified employees cannot replace qualified employees.

25.03 The date of promotion to the new classification shall become the anniversary date for application to the salary progression.

25.04 Within each classification, employees will move up the steps each year on their anniversary date.

ARTICLE 26 - EMPLOYEE BENEFIT PLANS

26.01 The Employer shall pay the full costs of the following plans:

- a) Ontario Health Insurance Plan (OHIP)
- b) Life Insurance as outlined in the benefits package.
- c) Accident Death and Dismemberment as outlined in the benefits salary.
- d) Group Benefits Basic Plan
- e) Extended Health
- f) Vision Care (\$200.00 every two (2) years)
- g) Long Term Disability Plan; and
- h) Short Term Disability Plan

26.02 For Part-time employees, the Employer shall pay seventy five percent (75%) of the premiums for those benefits provided in Article 26.01, after completion of six (6) calendar months employment.

26.03 The Employer will commence paying premiums on the above noted plans for Full-time employees and Part-time employees after the completion of six (6) calendar months of employment.

26.04 Temporary employees shall not be eligible for those benefits provided in Article 26.01, and leave of absence, "unused sick days and RRSP contributions."

26.05 Unused Sick Days and RRSP Contributions

26.06 Separate and in addition to the payout of unused sick days, the employer shall, on a monthly basis, make a matching contribution to the Group RRSP Account of participating employees.

- a) Group RRSP Account means a retirement savings plan account in a group Registered Retirement Savings Plan (RRSP) established by the Employer;
- b) Participating employees means eligible full-time and part-time employees who have completed 6 months employment with the employer and qualify for benefits under Articles 26.02 and 26.03 who participate in the Group RRSP;
- c) Employee Contribution means an allowable contribution by a participating employee to his/her Group RRSP Account, which shall be made by way of remittance from a payroll deduction; and

- d) Matching Contribution means a contribution by the employer to the Group RRSP Account of the participating employee equal to the employee contribution, up to a maximum of five (5%) of the participating employee's salary.

ARTICLE 27 - CHILD/ADULT RATIO

27.01 The Employer and the Union agree that a reasonable ratio of adults to children in the 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/adult ratio shall not exceed the maximum established by the Child Care and Early Years Act, as amended from time to time.

ARTICLE 28 - HEALTH AND SAFETY

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

28.02 Upon presentation of receipts, the employer shall reimburse an employee for the cost of head lice shampoo when employees are required to use it due to a problem in the Centre.

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

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

28.05 The Employer shall subsidize each employee to a maximum of two hundred dollars (\$200) per year towards wellness and/or fitness programs for the employee or their dependents, and/or professional fees agreed upon by the Employer and the Union. It is understood that the application of this money towards professional fees shall only apply if the relevant funding guidelines and legislation allow.

28.06 The Employer shall incur all costs related to any Vulnerable Screening police checks pertaining to any full-time staff covered by the collective agreement.

ARTICLE 29 - RESTRICTION TO CONTRACTING OUT

29.01 In order to provide job security for members of the bargaining unit, the employer agrees that all work or services performed by members of the bargaining unit,

shall not be sub contracted, transferred, leased, assigned or conveyed, in whole or part to any other persons other than bargaining unit employees.

ARTICLE 30 - SEVERANCE PLAN

30.01 The Employer agrees to abide by the Employment Standard Act.

ARTICLE 31 - GENERAL CONDITIONS

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

31.02 The Employer shall give employees and the Union the right to post notices of meetings and such other notices as may be of interest to the employees upon a bulletin board in the Employer's facilities.

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

31.04 The Right to Refuse and No Disciplinary Action - No employee shall be discharged or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe that it would be unsafe or unhealthy for themselves, their unborn child, children in their care, or where it would be contrary to the applicable Federal Provincial or Municipal Health & Safety regulations. There shall be no loss of pay during the period of refusal.

31.05 Where an employee believes they are at risk they shall inform the Director. Immediately the Director shall arrange a special meeting with the Health and Safety Committee to meet and discuss the matter.

ARTICLE 32 - GENDER NEUTRAL TERMINOLOGY

32.01 Whenever the singular, masculine or feminine, or plural is used in this Agreement it shall be considered as if the plural, feminine or masculine or gender-neutral has been used where the context of the party or parties hereto so require.

ARTICLE 33 - MUTUALLY AGREED CHANGES

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

ARTICLE 34 - PRESENT CONDITIONS

34.01 No rights, benefits, privileges, practices or working conditions which employees may have enjoyed, received or possessed, shall continue except as they may have been specifically dealt with under the terms of this Agreement.

ARTICLE 35 - COPIES OF AGREEMENT

35.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. To that end, the Employer agrees to have at all times a copy of the effective Collective Agreement in the office and will make available a copy of such Collective Agreement to all Union Stewards. The Union agrees to print in the form which it considers appropriate of this Agreement and to maintain a supply of such copies with the Employer for the purpose of distribution.

ARTICLE 36 - CONTINUATION OF ACQUIRED RIGHTS

36.01 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.

ARTICLE 37 – DURATION

37.01 This Agreement shall be binding and remain in effect from the date of ratification by both parties from January 1, 2023 until December 31, 2026 and shall continue year to year thereafter unless either party gives to the other party notice in writing by December 31st in any year that it desires its termination or amendment.

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Katherine Maïata
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DocuSigned by:
Monica Gusa
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DocuSigned by:
Jedid Macdonald
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DocuSigned by:
Carol Kim
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Dan Car
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Ingrid Loris
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SCHEDULE A: WAGES

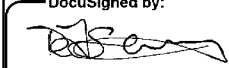
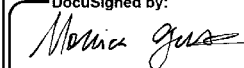
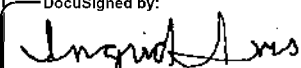
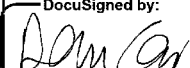
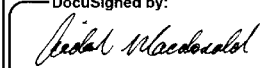
Across-the-board wage increases as follows:

January 1, 2023 (retroactive): 1%
 First pay period after ratification: 1%
 January 1, 2024: 4%
 January 1, 2025: 4.5%
 January 1, 2026: 5%

Classification		All hourly rates include Direct Operating Funding and meet Pay Equity Targets				
		1.00%	1.00%	4.00%	4.50%	5%
	2022	2023 (Jan 1)	2023 (Dec 6)	2024	2025	2026
RECE						
Step 1	31.12	31.43	31.74	33.01	34.50	36.23
Step 2	31.80	32.12	32.44	33.74	35.26	37.02
Step 3	32.58	32.91	33.24	34.57	36.13	37.94
Step 4	34.49	34.84	35.19	36.60	38.25	40.16
NON-ECE						
Step 1	23.26	23.49	23.73	24.68	25.79	27.08
Step 2	23.81	24.05	24.29	25.26	26.40	27.72
Step 3	24.33	24.57	24.82	25.81	26.97	28.32
Step 4	25.47	25.73	25.99	27.03	28.25	29.66
FLOAT						
Step 1	20.50	20.71	20.92	21.76	22.74	23.88
Step 2	21.00	21.21	21.42	22.28	23.28	24.44
Step 3	21.61	21.83	22.05	22.93	23.96	25.16
Step 4	23.10	23.33	23.56	24.50	25.60	26.88
PT Housekeeper						
Step 1	20.52	20.73	20.94	21.78	22.76	23.90
Step 2	20.94	21.15	21.36	22.21	23.21	24.37
Step 3	21.40	21.61	21.83	22.70	23.72	24.91
Step 4	21.88	22.10	22.32	23.21	24.26	25.47
FT Housekeeper/FLOAT						
Step 1	20.50	20.71	20.92	21.76	22.74	23.88
Step 2	21.00	21.21	21.42	22.28	23.28	24.44
Step 3	21.61	21.83	22.05	22.93	23.96	25.16
Step 4	23.10	23.33	23.56	24.50	25.60	26.88
COOK						
Step 1	22.61	22.84	23.07	23.99	25.07	26.32
Step 2	23.33	23.56	23.80	24.75	25.86	27.15
Step 3	24.15	24.39	24.63	25.62	26.77	28.11
Step 4	25.31	25.56	25.82	26.85	28.06	29.46


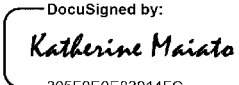
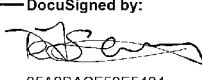
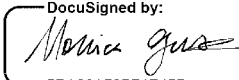
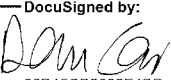
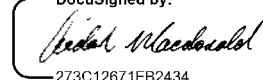
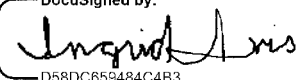
LETTER OF UNDERSTANDING #1 – Contracting Out

The parties agree that Article 29.01 ("from to Contracting Out") shall not apply to the cooking and food service function at or for the Centre. It is understood that this letter forms part of the Collective Agreement.

For the Employer	For the Union
DocuSigned by:  95A2BACF58E6494	DocuSigned by:  5DA90A78B74E45B
DocuSigned by:  D58DC659484C4B3	DocuSigned by: Katherine Maiata 385F9E8E83914FC
DocuSigned by:  00B45CB2009E4BD	DocuSigned by:  273C12671EB2434
DocuSigned by: Carol Kim 8BED9F0D427049E...	

LETTER OF UNDERSTANDING #2 – Article 25.02

The Parties agree to meet within six (6) months of ratification to discuss Article 25.02.

For the Employer	For the Union
DocuSigned by:  8BED9F0D427049E...	DocuSigned by:  306F0E0E83014FC...
DocuSigned by:  06A2BACF50E5404...	DocuSigned by:  5DA90A78B74E45B...
DocuSigned by:  00B45CB2009F43D...	DocuSigned by:  273C12671EB2434...
DocuSigned by:  D58DC659484C4B3...	