

COLLECTIVE AGREEMENT

between

**ORDE DAY CARE CENTRE
(PART-TIME)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2484-33**
(hereinafter referred to as "The Union")

JANUARY 1, 2022 – TO – DECEMBER 31, 2024

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	5
ARTICLE 2 - MANAGEMENT RIGHTS	5
ARTICLE 3 - RECOGNITION AND NEGOTIATION	6
3.01 BARGAINING UNIT	6
3.02 FULL-TIME AND PART-TIME EMPLOYEES	6
3.03 TEMPORARY EMPLOYEES	7
3.04 CASUAL EMPLOYEES	7
ARTICLE 4 - NO DISCRIMINATION	7
ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT.....	7
5.01 EMPLOYEES TO BE MEMBERS	7
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	8
6.01 CHECK-OFF PAYMENTS	8
ARTICLE 7 - ACQUAINTING POTENTIAL EMPLOYEES.....	8
7.01 POTENTIAL EMPLOYEES	8
7.02 INTERVIEWING OPPORTUNITY	8
ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS	8
8.02 STEWARDS.....	8
8.04 BARGAINING COMMITTEE.....	9
8.06 INFORMATION AND NEGOTIATIONS	9
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE	9
9.07 ARBITRATION	10
ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE	12
ARTICLE 11 - SENIORITY	12
11.04 LOSS OF SENIORITY	13
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES.....	13
12.02 INFORMATION IN POSTINGS.....	13
12.04 TRIAL PERIOD	14
12.05 NOTIFICATION TO EMPLOYEE AND UNION	14
12.06 UNION PREFERENCE.....	14
12.07 SENIORITY LIST.....	14
12.08 JOB POSTINGS – FULL-TIME BARGAINING UNIT	14
12.09 SCHEDULING.....	15
ORDE SITE	15
SATELLITE SITE.....	16
COMMUNICATION FOR UNFORESEEN OR UNPLANNED ABSENCES	16
RATES OF PAY	16
ARTICLE 13 - LAYOFFS AND RECALLS	16
13.01 DEFINITION OF LAY OFF	16

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

13.02	ROLE OF SENIORITY IN LAY-OFFS	16
13.03	RECALL PROCEDURES.....	17
13.04	OFFERING NEW WORK TO NEW EMPLOYEES	17
13.05	ADVANCE NOTICE OF TEMPORARY LAY-OFF.....	17
13.06	ADVANCE NOTICE OF A NON-TEMPORARY LAY-OFF	17
ARTICLE 14 -	HOURS OF WORK	18
14.01	HOURS OF WORK	18
14.03	WORKING SCHEDULE.....	18
14.04	BREAKS.....	18
14.05	PROGRAMMING TIME.....	19
ARTICLE 15 -	OVERTIME	19
15.01	OVERTIME.....	19
15.02	MINIMUM OVERTIME	19
15.03	MEETINGS OUTSIDE NORMAL HOURS	19
ARTICLE 16 -	HOLIDAYS.....	19
16.01	PAID HOLIDAYS	19
16.02	PAY FOR REGULARLY SCHEDULED WORK ON A HOLIDAY	19
16.03	PAID HOLIDAYS FALLING ON A SATURDAY OR SUNDAY	20
ARTICLE 17 -	VACATION	20
17.01	VACATION PAY.....	20
17.02	VACATION PAY ON TERMINATION.....	20
17.03	VACATION CARRY OVER.....	20
ARTICLE 18 -	SICK LEAVE	21
18.01	SICK LEAVE DEFINED	21
18.02	AMOUNT OF PAID SICK LEAVE.....	21
18.03	A) ACCUMULATION OF SICK TIME	21
18.04	ILLNESS IN THE FAMILY.....	22
18.05	DEDUCTIONS FROM SICK LEAVE.....	22
18.06	PROOF OF ILLNESS	22
18.07	SICK LEAVE DURING LAY-OFF	22
18.08	EXTENSION OF SICK LEAVE.....	22
18.10	WORKER'S COMPENSATION PAY SUPPLEMENT.....	23
18.11	MEDICAL LEAVES.....	23
ARTICLE 19 -	LEAVES OF ABSENCE.....	23
19.01	LEAVE OF ABSENCE FOR UNION FUNCTIONS.....	23
19.02	LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES.....	23
19.03	PAID BEREAVEMENT LEAVE	24
19.04	PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE.....	24
19.05	LENGTH OF PREGNANCY LEAVE.....	24
19.06	PARENTAL LEAVE	24
19.07	PROCEDURE UPON RETURN FROM PREGNANCY, PARENTAL, OR ADOPTION LEAVE.....	24
19.08	CENTRE PAYMENT OF EMPLOYEE	24
19.09	PAID JURY OR COURT WITNESS DUTY LEAVE.....	25
19.10	PERSONAL LEAVE.....	25
19.11	FAMILY MEDICAL LEAVE.....	25
19.12	FAMILY CAREGIVER LEAVE	26
19.13	CRITICALLY ILL CHILD CARE LEAVE.....	26
19.14	EMPLOYMENT STANDARDS ACT LEAVES	27

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

19.15	LEAVE FOR PREGNANT EMPLOYEE	27
19.16	PROFESSIONAL DEVELOPMENT	27
19.17	EDUCATIONAL ALLOWANCE	28
19.18	PROGRAMMING TIME.....	28
19.19	FIRST AID TRAINING	28
19.20	PLACEMENT STUDENTS	28
19.21	PROFESSIONAL DEVELOPMENT	28
19.22	EQUIPMENT FOR PROGRAMMING.....	29
19.23	POLICY REVIEW.....	29
ARTICLE 20 -	PAYMENT OF WAGES AND ALLOWANCES	29
20.01	PAY DAYS.....	29
20.02	RATE OF PAY ON PROMOTION OR RECLASSIFICATION	29
20.04	AUTOMOBILES	29
20.05	COLLEGE OF EARLY CHILDHOOD EDUCATORS REGISTRATION	30
ARTICLE 21 -	JOB CLASSIFICATION AND RECLASSIFICATION	30
ARTICLE 22 -	EMPLOYEE BENEFITS	30
22.01	PAY IN LIEU OF BENEFITS.....	30
22.02	MULTI-SECTOR PENSION PLAN	31
ARTICLE 23 -	HEALTH AND SAFETY	31
23.01	CO-OPERATION ON SAFETY	31
23.02	HEALTH AND SAFETY CLOTHING AND EQUIPMENT	31
23.04	INJURY PAY PROVISIONS	31
23.05	TRANSPORTATION OF ACCIDENT VICTIMS	31
23.06	HEALTH AND SAFETY COMMITTEE.....	31
23.07	INSPECTION, PREPARATION AND MEETINGS.....	31
ARTICLE 24 -	JOB SECURITY.....	32
24.01	RESTRICTIONS ON CONTRACTING-OUT	32
ARTICLE 25 -	UNION LABEL	32
ARTICLE 26 -	CHILD/ADULT RATIO	32
ARTICLE 27 -	GENERAL CONDITIONS	32
27.01	PROPER ACCOMMODATION	32
27.02	BULLETIN BOARDS	32
ARTICLE 28 -	COPIES OF THIS AGREEMENT	33
ARTICLE 29 -	GENERAL	33
ARTICLE 30 -	TERM OF THE AGREEMENT	33
SCHEDULE "B" -	PENSION PLAN.....	35
LETTER OF UNDERSTANDING 1 –	LABOUR/MANAGEMENT MEETINGS.....	37

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Centre and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to;
- c) To promote the morale, well being and security of all employees in the bargaining unit of the Union;
- d) To maintain a high standard of care for children and promote their intellectual, physical, social and emotional development;
- e) To encourage and promote co-operation and mutual support between daycare workers, the Centre and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for daycare generally;
- f) To encourage and promote the development of accessible, affordable quality daycare.

1.02 DAYCARE PHILOSOPHY

The aim of the Centre is to provide a stimulating program that enables the child to develop emotionally, socially, intellectually, creatively and physically.

Each child is given the opportunity to work on self-chosen tasks in an attractive environment especially designed and equipped to meet his/her needs. It is hoped that this, along with daily routines, will instill a sense of independence, responsibility, and self-worth within the child.

It is important for all children to recognize, accept, and express emotions. Affection is an integral part of our program, and it is hoped that each child will learn to give, share, and receive it. Each child is encouraged to verbalize his/her aggression rather than resort to physical action; the situation will be discussed so that he/she may gain some understanding of the problem. If a disruption has reached the point where disciplinary action must be taken, the child will be removed from the problem until he/she is able to deal with it calmly.

Each child is a unique person whose individuality is to be respected and encouraged. This individuality is fostered through our commitment to a non-sexist, multicultural environment. Various role models are made available to the children through literature, creative play and songs.

The Centre provides an environment where learning is an enjoyable and rewarding experience, and where each child can develop his/her potential at an individual pace.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the right 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 it in its sole discretion sees fit.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

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 discipline employees provided that a claim that a seniority employee has been discharged, demoted, 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 employee's 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 employee, and to assign hours of work to employees within such schedule.

2.02 It is agreed that the Centre shall not exercise the rights as specified in Article 2.01 in a manner inconsistent with the express terms of this Collective Agreement or in a manner that is discriminatory, arbitrary, or for reasons that are mala fides or in bad faith.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 BARGAINING UNIT

The Centre recognizes the Union as the sole and exclusive collective bargaining agent for all part-time employees at Orde Day Care Centre, save and except supervisors, those above the rank of supervisors and casual supply staff.

Persons not in the bargaining unit will not perform the work of the bargaining unit unless agreed to by both parties, with the understanding that employees in CUPE Local 2484-09 will perform the work of the full-time bargaining unit as per the terms of their Collective Agreement with the Centre.

3.02 FULL-TIME AND PART-TIME EMPLOYEES

- a) Full-time employees are employees other than casual or temporary employees who are regularly scheduled to work twenty (20) or more hours per week and are covered by the Collective Agreement for the full-time bargaining unit.
- b) Part-time employees are employees who are regularly scheduled to work less than twenty (20) hours per week and are covered by this Collective Agreement. In addition to the scheduled hours, part-time employees will also be offered hours in accordance with Article 12.09 b).

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

3.03 TEMPORARY EMPLOYEES

Temporary employees are employees hired for a fixed period of continuous employment greater than one (1) month and not more than one (1) year, except when replacing a member of the bargaining unit on a Pregnancy Leave in which case the employee may be hired for a period of greater than one (1) year in order to cover the replaced member's vacation entitlement. In order to qualify as a temporary employee an individual must be hired to replace a member of the bargaining unit who is ill, on a leave of absence or on a pregnancy or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefits coverage as set out in Article 22 nor sick leave as set out in Article 18 nor leaves of absence under Article 19 except that they shall be eligible for bereavement leave under Article 19.04.

It is recognized that any bargaining unit member who temporarily transfers out of the bargaining unit for other work within the Centre maintains her/his benefits under this agreement for the duration of such temporary placement outside the bargaining unit, it being agreed and understood that any such transfer.

3.04 CASUAL EMPLOYEES

Casual employees are employees who are not regularly scheduled, and will generally be offered work/hours for unscheduled and unforeseen hours/work, and in accordance with Article 12.09 b).

3.05 The Centre shall not make any agreement with any employee who is a member of the bargaining unit that conflicts with the express terms of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Centre agrees that it shall not interfere with, restrain, coerce or discriminate against, employees and their lawful right to become and remain members of the Union and to participate in its activities.

4.02 It is agreed that neither the Union nor Union members shall engage in membership activity or carry out Union business on Centre time nor property other than as expressly provided elsewhere in this Agreement.

4.03 The Centre agrees that there will be no personal harassment allowed in the workplace in accordance with its Workplace Harassment and Workplace Violence Policies, the *Occupational Health and Safety Act* and the Ontario *Human Rights Code*.

4.04 The parties agree to comply with Ontario's *Human Rights Code*.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 EMPLOYEES TO BE MEMBERS

As a condition of employment, all employees in the bargaining unit shall remain good 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 shall become and remain members in good standing of the Union within thirty (30) days of employment, provided that the Centre shall not

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

be required to discharge an employee who has been expelled or suspended from the membership of the Union, other than for engaging in unlawful activity against the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 CHECK-OFF PAYMENTS

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

6.02 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 fifth (5th) 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.

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

ARTICLE 7 - ACQUAINTING POTENTIAL EMPLOYEES

7.01 POTENTIAL EMPLOYEES

The Centre agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Article 6 dealing with Union Membership and Check off of Union dues.

7.02 INTERVIEWING OPPORTUNITY

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of fifteen (15) minutes during the first (1st) month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Centre and the Union. Such interviewing time will be arranged at the mutual convenience of the employees and the Centre.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 The Centre acknowledges the right of the Union to appoint or otherwise select from amongst the members of the Union who are seniority employees of the Centre, a Union steward or stewards for the purpose of representing employees in the handling of grievances.

8.02 STEWARDS

The Centre agrees to recognize one (1) steward from each location of the Employer to represent the part-time bargaining unit, with the understanding that this will apply to any new locations that might open.

8.03 The Centre shall be notified by the Union of the names of the stewards and any changes made thereto.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

8.04 BARGAINING COMMITTEE

The Centre agrees to recognize a negotiation team appointed by the Union which shall consist of up to two (2) seniority employees who are members of the bargaining unit as well as representatives of the Canadian Union of Public Employees. The Centre will compensate the member of members to a total maximum of 16 hours in one round of collective agreement bargaining. Members will be monetarily reimbursed for this time at regular pay.

8.05 In the event that notice for bargaining is given pursuant to this Agreement, or pursuant to Section 59 of the *Labour Relations Act*, the parties agree that a meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the notice to bargain has been given.

8.06 INFORMATION AND NEGOTIATIONS

The Centre agrees to provide to the Union prior to commencing negotiations: a list of the members of the bargaining unit and the positions they hold, their seniority and the wages paid to each of them, and to provide all information necessary to allow for the parties to bargain in a manner consistent with Section 17 of the Ontario *Labour Relations Act*.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 It is the intent of this grievance procedure to provide for the successful administration of this Agreement by providing this sole and exclusive procedure to be utilized by an employee, the Union, or the Centre for the prompt discussion and final and binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of this Agreement.

9.02 The term "grievance" shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable. The parties to this Agreement agree that it is of the utmost importance to adjust grievances as quickly as possible.

9.03 An employee shall not have a grievance until the matter has been discussed with her - Executive Director and the Executive Director has been given five (5) working days to resolve the dispute. The Centre shall be under no obligation to consider or process a grievance unless the issue has been discussed with her Executive Director within seven (7) working days from the time the circumstances giving rise to the grievance were known or should have been known to the grievor.

9.04 If the Executive Director does not resolve the dispute to the employee's satisfaction, the employee may present a written grievance to the Executive Director in accordance with the grievance procedure.

9.05 An employee's written grievance must be presented to the Executive Director within five (5) work days from the day the Executive Director gives her response pursuant to Article 9.03.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

9.06 An employee's written grievance shall be presented as follows:

STEP NO. 1

An employee's written grievance must be presented to her co-ordinator within five (5) working days from the day the co-ordinator gives her response pursuant to Article 9.03 but not thereafter. The written grievance shall set forth a brief outline of the facts giving rise to the grievance, the specific sections of the Agreement which are alleged to have been violated; the remedy sought and shall be signed and dated by the grievor. The co-ordinator shall respond to the grievance in writing within five (5) working days following the presentation of the grievance and the co-ordinator's response shall terminate Step No. 1.

STEP NO. 2

If the grievance is not settled at Step No. 1, the grievance must be processed to Step No. 2 within five (5) working days after the receipt of the co-ordinator's response, but not thereafter, by the Union presenting the grievance to the co-ordinator or other designate of the Centre. If the grievance is not presented to the co-ordinator or other designate within the five (5) working day period, then the response in Step No. 1 shall be final and binding on the parties to this Agreement and upon any grievor involved. Where the grievance is presented to the co-ordinator or other designate within the five (5) working day period, a meeting with the grievor, a Union official and a representative of the Centre will be arranged at a mutually agreeable time and location to discuss the grievance, which meeting shall take place within five (5) working days from the date the grievance is received by the co-ordinator or other designate. The co-ordinator or other designate shall respond to the grievance in writing within five (5) working days following the date of the Step No. 2 meeting and this response shall terminate Step No. 2. At the Step No.2 grievance meeting, the parties will share all documents and information which they plan to present or rely upon as evidence for arbitration. Should any further information or evidence become available after the Step No. 2 meeting to a party, it will be forwarded to the other party as quickly as possible.

If the grievance is not settled at Step No. 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within fifteen (15) calendar days after receipt of the Step 2 response, but not thereafter. If the request for arbitration is not given within that fifteen (15) calendar day period, the decision in Step No. 2 shall be final and binding on both parties to this Agreement, and upon any grievor involved. The request for Arbitration shall specify all of the outstanding issues of the written grievance to be dealt with by the Arbitrator, and the remedy sought. The party giving notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

9.07 ARBITRATION

A grievance which has been referred to arbitration by a written notice to arbitration shall be heard by a sole arbitrator who shall be selected by mutual agreement between the parties. The party electing arbitration shall submit the names of at least three (3) 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 Ministry of Labour upon the request of either party.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

- 9.08 After the notice to arbitrate has been given, but before an arbitrator is contacted, either party may apply to the Office of Arbitration, Ministry of Labour, for the appointment of a grievance settlement officer to assist the parties in resolving their differences. In the event that a grievance settlement officer is requested, the referral to arbitration shall be delayed until after the grievance settlement officer has conducted a meeting of the parties. If the grievance settlement officer is unable to settle the dispute, then the appropriate arbitrator from the panel of arbitrators under this Agreement will be contacted.

GRIEVANCE ARBITRATION

In the event the Office of Arbitration no longer appoints Grievance Settlement Officers, the parties may agree on an individual basis to engage the services of a Mediation Officer on mutually agreeable terms.

The arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for her decision and the findings of fact upon which the decision is based, which decision shall be binding upon the parties and upon any employees affected by it.

- 9.09 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, or add to, alter, modify or amend any part of this Agreement, or imply any terms into this Agreement.
- 9.10 Each party to this Agreement shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties to this Agreement.
- 9.11 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the specified time periods, provided that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specified time limit in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.
- 9.12 The time limits set forth in this grievance procedure are mandatory and not directory.
- 9.13 A grievance, the subject of which has been disposed of pursuant to the grievance procedure, shall not be again made the subject matter of a grievance at any stage of the proceedings.
- 9.14 A Union policy grievance or a Centre grievance may be submitted to the Centre or the Union, as the case may be, at Step No. 2 of the grievance procedure, within ten (10) working days from the time that the circumstances giving rise to the grievance were known or should have been known to the Union or the Centre, and the grievance procedure shall apply, with any necessary modifications, to the Union policy grievance or the Centre's grievance, as the case may be. The Union's policy grievance shall be signed by a representative of the Union. Where the Union or the Centre presents a grievance, the Union or the Centre shall be deemed to be the grievor for the purposes of this grievance procedure.
- 9.15 Notwithstanding Article 9.15, the Union is prohibited from bypassing the regular procedure for processing an employee's grievance and will not be permitted to institute a policy grievance where the employee could institute his or her own grievance.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01 The discharge of an employee, who has not completed her probationary period, hereinafter referred to as a "probationary employee", shall be at the sole discretion of the Centre and may be for cause or for no cause.
- 10.02 A claim by a seniority employee that she has been discharged, suspended or disciplined without just cause, shall be treated as a grievance and shall commence at Step 2 of the grievance procedure, provided that a written grievance signed by the employee and a Union steward is presented to the Executive Director within five (5) working days after the discharge, suspension or discipline.
- 10.03 An employee shall have the right to request her steward to be present at any formal meeting between the employee and representatives of the Centre 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 only. It is agreed that attendance at such meetings will not result in a loss of pay.
- 10.04 Twice (2) per year or any time an employee is disciplined, an employee shall have the right of access to her personnel file in the presence of the Executive Director or her designate. An employee desiring to review her personnel file shall give notice at least twenty-four (24) hours in advance. In the event an employee wishes to respond in writing to any document contained in her personnel file, such employee shall have the right to have her response also included in her personnel file. Under no circumstances is any employee to make any marks on documents or remove documents in her personnel file.
- 10.05 The Centre agrees to notify the Union whenever an employee is given a formal discipline involving suspension or discharge. The purpose of this Article 10.05 is to allow the Union adequate opportunity to provide advice to the employee with respect to her rights under this Collective Agreement.
- 10.06 The Employer has the right to take appropriate disciplinary action with respect to an employee which includes suspension without pay.

Any unfavourable disciplinary records in an employee's personnel file shall be removed after a period of eighteen (18) consecutive months' discipline-free service.

ARTICLE 11 - SENIORITY

- 11.01 A newly hired employee shall be on probation for a period of one hundred and twenty (120) days worked from the most recent date of hiring or seven (7) calendar months, whichever is reached first, provided the employee has not taken leave(s) totaling more than ten (10) working days. After three (3) months/sixty (60) days worked 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.

For clarification, part-time employees who have worked for 120 days as at the date of ratification, or who were employed by the Centre of the date of certification of this bargaining unit will be deemed to have passed probation, and will not be required to be on probation.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

11.02 An employee who has completed her probationary period without having had her employment terminated shall have her seniority date backdated to her original date of hire.

For clarity, employees in the part-time bargaining unit will have their seniority backdated to their original date of hire, and seniority will be calculated based on date of hire, and not hours worked.

11.03 Seniority is the length of uninterrupted service an employee has with the Centre. The fundamental rules of seniority are designed to give employees an equitable measure of security.

11.04 LOSS OF SENIORITY

A seniority employee shall lose her seniority standing and employment and her name shall be removed from the seniority list for any of the following reasons:

- a) If the employee voluntarily quits her employment with the Centre;
- b) If the employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- c) If the employee overstays a permitted leave of absence from the Centre, unless the employee furnishes a satisfactory reason to the Centre;
- d) If the employee is absent from her duties for two (2) or more consecutive days without a satisfactory reason or is absent from her duties for four (4) days or more non-consecutively within a sixty (60) day period without furnishing a satisfactory reason to the Centre;
- e) If the employee is laid off for a period of eighteen (18) months.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 The Centre agrees to post all permanent vacancies and all temporary vacancies which shall last for six (6) months or longer within the bargaining unit for a period of at least five (5) days. In the event that no qualified applicants within the bargaining unit apply during such five (5) day period, the Centre shall be able to fill the permanent vacancy as it sees fit.

12.02 INFORMATION IN POSTINGS

The postings as referred to in Article in 12.01 shall contain the following information: The nature of the position, qualifications, required knowledge and education, skills, and the salary rate or range. All job postings are open to both male and female applicants.

12.03 Both parties recognize:

- a) The principle of promotion within the service of the Centre;
- b) That job opportunities should increase in proportion to length of service;
- c) Qualifications are the overriding consideration.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

Therefore, in all cases of filling jobs, the following factors shall be considered:

- a) Length of continued service;
- b) Qualifications, skills, education and reliability.
- c) Where the qualifications in factor b) are relatively equal between two (2) or more candidates, factor a) shall govern.

12.04 TRIAL PERIOD

The successful candidate shall be placed on trial for a period of ninety (90) days of active employment. 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 shall be returned to her former position, wage, salary rate, without loss of seniority. The employee will also have the right to return to their former position during this trial period. Any other employee temporarily promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

12.05 NOTIFICATION TO EMPLOYEE AND UNION

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

12.06 UNION PREFERENCE

Outside applications for any advertised vacancy within the bargaining unit shall not be considered until such time as applications of present Union members at the Centre have been considered, interviewed and the outcome of the application communicated to the employee.

12.07 SENIORITY LIST

The Centre 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 Centre in January of each year.

12.08 JOB POSTINGS – FULL-TIME BARGAINING UNIT

In addition to the job posting procedure set out in Articles 12.01 through 12.03 for positions in the part-time bargaining unit, it is agreed that, in the event that there are no internal successful candidates from the full-time bargaining unit for a job posting in the full-time bargaining unit, the Employer will consider employees from the part-time bargaining unit before external applicants.

The Employer will interview all qualified applicants and consider the applications on the following basis:

- a) The relevant experience, skills and ability to do the work specific to the posted position (i.e. work in that program) shall be the primary consideration.
- b) But, where two applicants are relatively equal on the above factors, the applicant who is a current part-time bargaining unit member will be preferred.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

12.09 SCHEDULING

a) Extra Hours/Work to Full-time Employees (Article 12.09 of the Full-time Agreement):

Where extra hours are regularly available the Employer will first offer said hours to any full-time employee who does not work a full forty (40) hours work week in order of seniority. "Regularly available" is defined as at least two (2) hours per day for an anticipated period of at least 2 weeks. Where extra hours, including replacement for staff on short term paid leaves, are available the Centre will offer said hours to any employee who does not work a forty (40) hour work week, in order of seniority, based on the principle of maintaining consistency within each program, for example;

- i. Not more than 2 staff changes per program,
- ii. Not more than 2 programs affected.

b) Extra Hours/Work to Part-time Employees:

In the event that a full-time employee is away as a result of a scheduled or unscheduled absence, for any other unforeseen circumstances, or if there is an increase in hours/work, including an increase in hours as a result of non-instructional days, the following procedures will be followed:

ORDE SITE

- a) RECE or employees with RECE equivalency who normally work in the program, will be offered the available work first.
- b) If a NON RECE employee normally works in the program where the hours/work is available, the work will first be offered to that employee, subject to compliance with the *Child Care and Early Years Act ("CCEYA"), 2014*.
- c) If the hours/work are not filled through paragraphs one (1) and two (2) above, if the work is that of a RECE, the work will be offered to RECEs outside the program, in order of seniority.
- d) Work will then be offered in order of seniority, with the understanding that the Employer will be required to offer work normally performed by an RECE or equivalent to a NON RECE or equivalent only when the requirements of the CCEYA will be met.
- e) There will not be a requirement to make more than two (2) changes.
- f) Only after paragraphs one (1) through four (4) have been exhausted will the available work/hours be offered to a casual employee.

Part-time employees will not receive programming time if the full-time employee received one (1) programming time that week. One (1) programming time will be allowed if the absence of the employee is for the full week or longer.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

SATELLITE SITE

- a) RECE or equivalent will be offered the work/hours in order of seniority for the work normally performed by RECE or equivalent employees.
- b) NON RECE or equivalent employees will first be offered the work/hours in order of seniority for work normally performed by NON RECE first.
- c) Work will then be offered in order of seniority, with the understanding that the Employer will be required to offer work normally performed by an RECE or equivalent to a NON RECE or equivalent only when the requirements of the CCEYA will be met.
- d) There will not be a requirement to make more than two (2) changes.

Only after paragraph one (1) to three (3) have been exhausted, would the work/hours be offered to a casual employee.

Part-time employees will not receive programming time if the full-time employee received one (1) programming time that week. One (1) programming time will be allowed if the absence of the employee is for the full week or longer.

COMMUNICATION FOR UNFORESEEN OR UNPLANNED ABSENCES

- a) The Employer will use the same method of communication with each employee i.e. phone, text or email for part time and casual employees. Part time employees are required to ensure their phone and email addresses are current and provided to the Employer.
- b) Employees will be given ten (10) minutes to respond to the request for covering of hours if know before 8 p.m. prior to the next call being made.
- c) When the absence is known after 8 p.m. the Supervisor will move to the next employee being contacted if the employee being contacted does not receive or respond immediately.

RATES OF PAY

The rate of pay for extra hours offered will be based on the qualifications of the employee for RECE and NON RECE employees.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 DEFINITION OF LAY OFF

A lay-off shall be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work of any individual employee or for the bargaining unit as a whole as defined in this Agreement.

13.02 ROLE OF SENIORITY IN LAY-OFFS

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

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

Where senior employees do not accept lay-off, 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 CCEYA.

Non-bargaining unit employees, excluding any management positions other than the Assistant

Supervisor position, shall be laid off prior to any reduction in hours to bargaining unit employees.

No work of the bargaining unit will be offered to any non-bargaining unit employee (including casual/supply, persons on contract or management staff) until such work has been offered to bargaining unit employees on lay off (including employees in the full time and the part time bargaining units).

13.03 RECALL PROCEDURES

Employees shall be recalled in order of their seniority except where a senior employee opts not to accept a recall or is not qualified in accordance with the CCEYA for the position available. Employees will retain recall rights from the date of their most recent lay off for a period of eighteen (18) months.

13.04 OFFERING NEW WORK TO NEW EMPLOYEES

No work of the bargaining unit will be offered to any non-bargaining employee (including casual/supply, persons on contract or management staff) until such work has been offered to bargaining unit employees on lay off (including employees in the full time and the part time bargaining units), in the manner set out in the applicable provisions of this Collective Agreement.

New employees shall not be hired unless all employees on lay-off qualified for the position have been offered recall.

13.05 ADVANCE NOTICE OF TEMPORARY LAY-OFF

In the event an employee is to be laid off for less than thirteen (13) weeks, unless legislation is more favourable to the employee, the Centre shall notify employees who are to be laid off fifteen (15) days prior to the effective date of the lay-off. If the employee has not had the opportunity to work the days as provided in this article, she shall be paid for the days for which work was not made available.

13.06 ADVANCE NOTICE OF A NON-TEMPORARY LAY-OFF

Unless legislation is more favourable to the employee, in the event that it is anticipated that the lay-off of an employee will be thirteen (13) weeks or more, the Centre shall provide the following notice to employees:

PERIOD OF COMPLETED EMPLOYMENT	NOTICE OR PAY IN LIEU OF NOTICE
More than three (3) months but less than one (1) year	Two (2) weeks
More than one (1) year but less than three (3) years	Three (3) weeks

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

More than three (3) but less than four (4) years	Four (4) weeks
More than four (4) but less than five (5) years	Five (5) weeks
More than five (5) but less than six (6) years	Six (6) weeks
More than six (6) but less than seven (7) years	Seven (7) weeks
More than seven (7) but less than eight (8) years	Eight (8) weeks
Over eight (8) years	Nine (9) weeks

- 13.07 The Centre will endeavour to give the Union at least two (2) months' notice of any lay-offs or transfers as part of any reorganization arising from the implementation of Full Day Learning including plans to act as a third (3rd) party provider or as a result of any other possible reorganization, or as a result of any other possible reorganization.

ARTICLE 14 - HOURS OF WORK

14.01 HOURS OF WORK

Regular weekly hours shall be up to twenty (20) hours per week, not including extra hours offered to part-time employees in accordance with Article 12.09 b).

- 14.02 There will be a maximum of ten (10) staff meetings per year; staff meetings will be held at the beginning of the lunch hour; and they will be no longer than fifty (50) minutes in duration. Efforts will be made to streamline the agenda for more productive use of time during the staff meetings. Employees in the part-time bargaining unit who are otherwise working on that day of the staff meeting, will have the right to attend staff meetings. Attendance will be with pay. If an employee in the part-time bargaining unit is not otherwise scheduled to be working on the day of the staff meeting, attendance will be at the option of employee.

In addition, employees in the part-time bargaining unit will be paid at the applicable straight time or overtime rate, as the case may be, for attendance at any other meeting that she/he may be required to attend as part of her/his job.

14.03 WORKING SCHEDULE

The hours and days of work of each employee shall be for the position he/she posted into, with the understanding employees' must be given at least two (2) weeks' notice of a change in their regularly scheduled shifts. For clarity, it is understood that work/hours offered in accordance with Article 12.09 do not fall under a change in a regularly scheduled shift under this provision.

14.04 BREAKS

An employee who is scheduled to work for five (5) hours over the course of one day will be entitled to a paid break of .20 per hour.

An employee who is replacing an employee for a full-time shift, or who works a full-time shift for any reason, including non-instructional days (Summer, Christmas, PA days, March Break) will be entitled to the same paid breaks as a full-time employee (one hour and twenty minutes), or as pro-rated if the full-time shift is less than eight (8) hours.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

14.05 PROGRAMMING TIME

Employees that require programming time off site must have prior consent from the Supervisor. See also Article 19.18.

ARTICLE 15 - OVERTIME

15.01 OVERTIME

Overtime is defined at any time worked over forty (40) hours per week. Employees requested to work more than forty (40) hours per week shall be compensated at a rate of time and one half the employee's regular rate of pay. All such overtime shall be requested or approved by the Centre.

15.02 MINIMUM OVERTIME

The Centre shall keep overtime to a minimum. No employee shall be required to work overtime against her wishes when other employees or mutually acceptable replacements are available to perform the required work.

15.03 MEETINGS OUTSIDE NORMAL HOURS

Employees shall not be required to attend committee or board meetings outside their regular working hours.

ARTICLE 16 - HOLIDAYS

16.01 PAID HOLIDAYS

The Centre recognizes the following as paid holidays:

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

And any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

In order to be eligible for holiday pay pursuant to this Article 16.01, the employee must work his or her last full scheduled shift immediately before the holiday and the first full scheduled shift immediately after the holiday unless the employee is absent on such day or days with pay under the provisions of this Agreement. The amount paid will be in accordance with Article 16.03 below.

16.02 PAY FOR REGULARLY SCHEDULED WORK ON A HOLIDAY

An employee in the part-time bargaining unit who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20.

An employee in the part-time bargaining unit who is scheduled to work shall either:

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

- a) Be provided with holiday pay and paid at one and one half (1^{1/2}) times her/his regular rate of pay; or
- b) Shall be paid her/his regular wages for hours worked and shall receive another day off at a mutually agreed upon time.

16.03 PAID HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, or set by the Toronto District School Board, one (1) other day mutually agreed upon by the Union and the Centre, shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 17 - VACATION

17.01 VACATION PAY

- a) Employees with up to one (1) year of service who are actively working will receive four percent (4%) vacation pay.
- b) Employees with more than one (1) year and less than five (5) full years who are actively working will receive five percent (5%) vacation pay.
- c) Employees with more than five (5) years of continuous service who are actively working will receive five point 5 percent (5.5%) vacation pay.

Employees will be entitled to schedule unpaid vacation days to a maximum of twenty (20) days annually. This will include twenty (20) days of unbroken unpaid vacation days, if the employee makes such a request. It is agreed that employees will need to provide a minimum of one (1) weeks' notice.

Accumulated Vacation Pay will be paid out twice yearly, first pay period in June and first pay period in December.

- d) No more than one (1) part time staff member per location may take vacation at a time, unless there are more than five (5) part timers, then two (2) will be allowed.

17.02 VACATION PAY ON TERMINATION

An employee terminating employment at any time in the vacation year, prior to using her vacation, shall be entitled to a payout of any outstanding vacation pay.

17.03 VACATION CARRY OVER

No employee shall carry over any vacation days earned from any previous year without the consent of the Centre.

Employees may carry over any unused vacation days to the end of the month of their anniversary. The Centre will consider request to carryover vacation for special occasions.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

ARTICLE 18 - SICK LEAVE

18.01 SICK LEAVE DEFINED

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

18.02 AMOUNT OF PAID SICK LEAVE

Sick leave shall be earned at the rate of one (1) day for every month an employee is employed, except that an employee who is on unpaid leave (with the exception of approved vacation as per Article 17.01 or authorized medical leave) will not accumulate sick days. Employees will continue to accumulate sick days when on pregnancy/parental leave or any other leave pursuant to the *Employment Standards Act, 2000* (or successor legislation), as amended from time to time, that requires the continuation of benefits during a leave period. Sick time is paid on the average hours over a four (4) week period.

18.03 A) Accumulation of Sick Time

The unused portion of employees' sick leave shall accrue for future benefits up a maximum of six (6) days in each calendar year. Sick leave cannot be accumulated from year to year.

B) SUB Plan

The Centre agrees to participate in the Canada Employment and Immigration Supplementary Unemployment Benefit Plan (SUB) in respect of EI sickness benefits for a period of eighteen (18) weeks. The combined weekly total of unemployment insurance benefits, SUB payments and other earnings will equal eighty-five percent (85%) of the Employee's normal weekly earnings (averaged over the previous twelve (12) weeks). To be eligible for participation in this SUB plan, an employee must be a seniority employee who has been actively working at the Centre for a minimum continuous period of eighteen (18) months before applying for the SUB benefit set out in Article 18.03. A medical certificate from a physician or nurse practitioner is required to be submitted to the Employer prior to issuing any payment of the SUB plan. This medical certificate will indicate that the employee is unable to perform their regular duties due to illness, and length of time required off work.

The employee must submit the first earnings received from EI and weekly thereafter. Payment of the SUB plan will be made in the normal payroll schedule.

The employee must provide two (2) weeks' notice if the return date for the leave changes.

During the two (2) week period, and notwithstanding any other provisions in this Collective Agreement or the Full-Time Collective Agreement with respect to the assignment of additional hours, the Employer will offer any hours available due to the staff short term absences of less than one (1) month to the employee for which they are qualified. The Employee, at their sole discretion, can choose to use any accrued vacation or accumulated lieu to cover the two (2) week period.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

On return from Medical Leave, the employee shall be placed in their former position. If the leave has been longer than six (6) months, or the former position (classification and room) no longer exists, the Employee shall be placed in an equivalent position.

18.04 ILLNESS IN THE FAMILY

Where no one other than the employee can provide for the needs during illness of a member of her immediate family (child, husband, wife, common-law spouse, father or mother), an employee shall be entitled, after notifying her supervisor, to use their sick leave days for this purpose. Payment for such days will be based on the average hours in a four (4) week period prior to the absence.

18.05 DEDUCTIONS FROM SICK LEAVE

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

18.06 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 was unable to carry out her duties due to illness, in relation to the illness of the family member in question if the leave is used under Article 18.04. If an employee takes a sick leave on a Friday or a Monday or the day before or after a holiday, or any other time where the Employer suspects abuse of sick leave, she may be required to provide a doctor's note.

Such certificate from a medical practitioner shall indicate the prognosis, treatment, and length of time required off work. In the event an employee is absent from work due to illness for more than five (5) working days, the Centre may request a second medical practitioner's opinion from a medical practitioner selected by the Centre.

18.07 SICK LEAVE DURING LAY-OFF

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

18.08 EXTENSION OF SICK LEAVE

An employee with more than one (1) year of service who has exhausted her sick leave credits shall be allowed an extension of her sick leave to a maximum of three (3) working days paid out on the average hours in a four-week period. This extension of sick leave can only be exercised once every three years. This is an advance against sick credits to be earned in the next year and therefore if employment is terminated before the advance credits are earned, the employee agrees to provide written authorization to deduct any amounts owing with respect to such advance credits from any pay, vacation pay, termination pay or severance pay.

18.09 The Centre will advise in writing of the amount of sick leave he/she has used and/or earned three (3) times per year.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

18.10 WORKER'S COMPENSATION PAY SUPPLEMENT

All employees shall be covered by the *Workplace Safety and Insurance Act* ("WSIA"). An employee prevented from performing her regular work with the Centre on account of an occupational accident that is covered by the WSIA shall receive from the Centre the difference between the amount payable by the WSIB and her last rate of pay for a period of two (2) weeks based on the average over a four (4) week period. The Centre shall indicate the amount received from the WSIB on the employee's Income Tax (T-4) form.

An employee who is no longer deemed to have a compensable injury shall be placed in her former or equivalent position with the Centre.

18.11 MEDICAL LEAVES

Employees will have the right to go on approved medical leave up to two (2) years and/or in accordance with the Ontario *Human Rights Code*. For clarity, such leave will be without loss of seniority or service and the employee will be entitled to continuation of benefits pursuant to Article 22.

ARTICLE 19 - LEAVES OF ABSENCE

Unless otherwise stated or modified in this Agreement, employees are entitled to all leaves under and in accordance with the relevant provisions of the Employment Standards Act, 2000, as amended from time to time.

19.01 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon request to the Centre, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits, it being agreed and understood that the pay would be based on the hours the employee would otherwise be working in the event she/he worked on such days. Such leave shall not exceed a total of two (2) employees and only one (1) per program on any given day for a total of no more than ten (10) employee days per calendar year. The Union shall reimburse the Centre for the pay. The Union shall request such leave at least two (2) weeks prior to the date the leave is to commence.

19.02 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

- a) The Centre recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Centre shall allow leave of absence so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be allowed leave of absence without pay or benefits, but with no loss of seniority for one (1) year during her term(s) of office.
- b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year without seniority, on request, during her term(s) of office.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

19.03 PAID BEREAVEMENT LEAVE

An employee shall be granted up to three (3) regularly consecutive work days' leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse, same-sex partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, ward, fiancé(s) or any other relative who has been residing in the same household. In addition, unpaid days will be granted as follows: One (1) day will be granted for Grand Parents in-law, and one (1) day for aunts/uncles up to a maximum of three (3) days in total over the course of the Employee's employment with the Centre. Where the burial occurs outside the province, such leave shall also include reasonable travelling time, which is unpaid. Proof of death may be requested by the Centre in order to grant any of the above leaves.

19.04 PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

Pregnancy, Parental and Adoption Leave as a Right:

Pregnancy, Parental and Adoption leave shall be granted as a right. The Centre shall not deny the pregnant employee the right to continue employment during the period of pregnancy, subject to any health and safety issues that may arise. In the event the Employer or the employee identify health and safety issues, such issues will be discussed. It is agreed that nothing in the Article replaces the Employer's obligation to accommodate an employee.

19.05 LENGTH OF PREGNANCY LEAVE

- a) Pregnancy Leave shall cover a period up to seventeen (17) weeks before and/or after the birth of a child.
- b) Where an employee so requests, an additional leave of six (6) months without pay and without benefits shall be granted. The employee understands that for the purposes of staffing the Centre, if they request an additional six (6) months leave, it may not be possible for them to return earlier.

19.06 PARENTAL LEAVE

The Employee will inform the Centre at least one (1) month before the desired leave of absence, which may be before and/or after the birth. If the Employee has not taken a Pregnancy Leave, on request the Employee will supply a medical report confirming that his/her spouse/common-law partner is pregnant and indicating the anticipated date of delivery. Leave of absence without pay and with benefits shall be granted for a period not to exceed thirty-five (35) weeks or such longer period as may be required by the *Employment Standards Act, 2000*.

19.07 PROCEDURE UPON RETURN FROM PREGNANCY, PARENTAL, OR ADOPTION LEAVE

When an employee decides to return to work after Pregnancy, Parental or Adoption Leave, the Employee shall provide the Centre with at least eight (8) weeks' notice in writing. On return from Pregnancy, Parental or Adoption Leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, the Employee shall be placed in an equivalent position.

19.08 CENTRE PAYMENT OF EMPLOYEE

During Pregnancy, Parental and Adoption Leave:

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

While on leave an employee shall retain their full employment status. During the period of Pregnancy, Parental or Adoption leave, the Centre shall continue to pay the benefits provided in Article 22 of this Collective Agreement and to match the Employer's pension contributions for the first six (6) months or such longer period as may be required by the *Employment Standards Act, 2000*. Pregnancy, Parental and Adoption leave shall be without pay.

The Centre agrees to participate in the Canada Employment and Immigration Commission Supplementary Unemployment Benefit Plan (SUB) for a period of twenty-four (24) weeks. Irrespective of the level of EI payments being received by the employee, the Employer will provide payment equal to twenty-five percent (25%) of the employee's normal weekly earnings. To be eligible for participation in this SUB plan, and employee must have been a seniority part time employee who has been continuously employed by the centre for a minimum period of one (1) year before applying for the SUB benefits as set out in this Article 19.05.

19.09 PAID JURY OR COURT WITNESS DUTY LEAVE

The Centre shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in any court. For the first five (5) days of such duty – and a maximum of five (5) day in any one year – the Centre shall pay such an employee the difference between the hours the employee would otherwise have been scheduled to work, and the payment received for jury service or court witness. The employee will present proof of service to the Employer two (2) weeks prior to the start date of the service and proof of the total amount of compensation received during the first five (5) days.

19.10 PERSONAL LEAVE

An employee shall be granted a leave of absence for up to one year, without pay and without loss of seniority, when she requests such leave for good and sufficient cause. Such request shall be in writing and subject to approval by the Centre. Such approval shall not be unreasonably withheld.

During such leave granted under this Article seniority does not accrue. The accrual of vacation and sick time will be prorated and will not be accrued during the period of the personal leave, with the understanding the vacation or sick time an employee has accrued up to the commencement of the leave will remain in the employee's bank if not taken in accordance with the terms of the Collective Agreement. An Employee who wish to receive benefits coverage or contributions under Article 22, will have the right to do so if she remits payment to the Centre for such benefits.

19.11 FAMILY MEDICAL LEAVE

Employees will be entitled to a leave of absence of up to eight (8) weeks in a twenty-six (26) week period to provide care and support to the following specified family members: the Employee's child or the child of his/her spouse or common-law partner (child includes step child or foster child); the Employee's spouse or common-law partner; or the Employee's parent (parent includes, step parent, parent-in-law, foster parent or common-law partner of the Employee's parent) or any other individual that may be covered under the *Employment Standards Act, 2000* (Section 49.1). Common-law partner means a person who has been living in a conjugal relationship with that person for at least one year. Such leave will be without pay but without loss of seniority or benefits.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

In order to qualify for a Family Medical Leave the Employee must provide a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. The Employee is required to provide that certificate as soon as possible. The Employee is responsible for obtaining and paying the costs (if any) of obtaining the certificate. The medical certificate must be completed and signed by a medical doctor or other medical practitioner authorized to treat the gravely ill family member.

19.12 FAMILY CAREGIVER LEAVE

In addition to any leave that may otherwise cover the leave to allow an employee to care for a family member with a serious medical condition, employees will be entitled to a leave of absence of up to eight (8) weeks per calendar year to support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. The eight-week period may be taken in days and not just full weeks.

A qualified medical practitioner can be a physician, registered nurse, or psychologist. Specified family members are:

- Employee's child or the child of his/her spouse or common-law partner (child includes step child, child of or foster child);
- Employee's spouse or common-law partner (including same sex spouse/partner);
- Employee's parent (parent includes, step parent, parent-in-law, foster parent or common-law partner of the Employee's parent);
- Employee's grandparent or step grandparent or grandparent or step grandparent of the employee's spouse;
- Employee's grandchild or step grandchild or the grandchild or step grandchild of the employee's spouse.
- A spouse of a child of the employee;
- A brother or sister of the employee;
- A relative of the employee who is dependent on the employee for care or assistance. For clarity, the specified family members do not have to live in Ontario.

Such leave will be without pay. Seniority and service will continue to accrue for all purposes. All benefits provided in the Collective Agreement will continue.

At the conclusion of the leave the employee will return to the position which they held prior to the leave if it still exists or a comparable position if it does not (with the understanding that the employee will be placed in a comparable position in accordance with the terms of the Collective Agreement).

19.13 CRITICALLY ILL CHILD CARE LEAVE

In addition to any leave that may otherwise cover the leave to allow an employee to care for or support their critically ill child, an employee will be entitled to a leave of absence of up to thirty-seven (37) weeks within a fifty-two (52) week period.

The Employer will be entitled to ask an employee for a copy of a certificate providing proof that the employee is eligible for critically ill child leave, confirming the following:

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

- That the child is critically ill or has been critically;
- That the child requires the care or support of at least one parent;
- The period during which the child requires the care or support.

A qualified medical practitioner can be a physician, registered nurse, or psychologist.

The Employer will be entitled to request that the employee provide a written plan indicating the weeks in which the employee will take the leave with the understanding that the plan can be changed by the employee.

Such leave will be without pay. Seniority and service will continue to accrue for all purposes. All benefits provided in the Collective Agreement will continue.

At the conclusion of the leave the employee will return to the position which they held prior to the leave if it still exists or a comparable position if it does not (with the understanding that the employee will be placed in a comparable position in accordance with the terms of the Collective Agreement).

The Employer will advise an employee requesting such leave of the employee's right to apply for Employment Insurance special benefits for Parent of Critically Ill Children.

19.14 EMPLOYMENT STANDARDS ACT LEAVES

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

- 49.2 Organ donor leave
- 49.5 Crime-related child death or disappearance leave
- 50.2 Emergency leave, declared emergencies
- 50.3 Reservist leave

For clarity, such leaves are in addition to any leaves otherwise provided for in the Collective Agreement.

19.15 LEAVE FOR PREGNANT EMPLOYEE

A pregnant employee can take an immediate sick leave if she feels ill.

19.16 PROFESSIONAL DEVELOPMENT

Should an employee be denied a license or be suspended by the College of ECE, for a period of up to one (1) year the employee shall be placed on lay-off or a leave of absence, at the employees' discretion, and the employee's position will be posted and filled as a temporary contract. If the employee is reinstated by the College during that one (1) year period, the employee shall be returned to his/her former position, or equivalent, upon such reinstatement.

Upon giving the employer one month's written notice, an employee who loses his/her licence for issues not related to misconduct, mistreatment or abuse involving a child, shall be entitled to use his/her seniority to bump into a non-ECE position.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

The Employer recognizes the value and importance of the designation of "Registered Early Childhood Educator" and respects the Code of Ethics, Standards and/or Guidelines for conduct established by the College of Early Childhood Educators. In that regard, the Employer will not require any RECE to act in contravention of the College's Code of Ethics and Standards of Practice.

19.17 EDUCATIONAL ALLOWANCE

After three (3) years of employment, the Centre shall reimburse one (1) of the part-time bargaining unit who works directly with children in their current position per site fifty percent (50%) of the tuition fee of any course which the employee takes towards completion of the E.C.E. diploma or E.C.E. degree at a recognized Ontario College or University upon the successful completion of the course, to a maximum of one (1) course per semester per employee. Employees applying for the above benefit must provide notice in writing by June 1st and December 1st of each year. Should more than three (3) employees apply for this benefit each semester; the benefit will be provided in order of seniority. Employees who were not able to access this benefit will have priority for the next semester.

19.18 PROGRAMMING TIME

The Centre agrees to provide one and a half (1^{1/2}) hours per week of programming time to each employee in the part-time bargaining unit, required to participate in program planning (either through their job description or through the assignment of such responsibilities). Such time will be part of his or her regular day.

Programming is tied to individuals versus rooms/programs/shifts.

19.19 FIRST AID TRAINING

The Employer will arrange and pay for the full cost of "in house" training of employees who are required by the Centre or the Ministry of Education to take, renew or upgrade Standard First Aid Training. In addition, if any such training takes place after working hours, the Centre will compensate the Employee by equivalent lieu time off for the first session of the training. In the event the training is scheduled for more than one (1) session after working hours, employees will not be compensated for such time.

The Centre will pay the cost of this training for all part-time bargaining unit members who have been employed in the part-time bargaining unit for one year at the date of training.

19.20 PLACEMENT STUDENTS

The supervision of placement students by employees in the part-time bargaining unit while performing work under this Agreement will be voluntary. There will be no more than one (1) student placement per room at one time.

19.21 PROFESSIONAL DEVELOPMENT

Subject to the approval of the Director, Employees shall be permitted to take time off from work without loss of pay or benefits for the purpose of attending workshops related to daycare, writing examinations to upgrade their qualifications pertinent to present employment and parents' interviews. Such time shall be limited to a maximum of five (5) days per year. Workshop registration costs shall be paid by the Employer. For workshops taken outside normal working hours, the Employer shall pay the registration fees only, unless the Employer

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

requires the employee to take that course at that time, and up to three (3) days fifteen (15) hours which will be banked at straight time. Banked time requires certificate of completion and/or proof of attendance. If the employee is unable to obtain a certificate or proof of attendance then a declaration will be sufficient.

19.22 EQUIPMENT FOR PROGRAMMING

To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectations of the Child Care and Early Years Act, as well as other work-related documentation, the Employer will provide enough access to at least one Internet-connected computer to allow those scheduled for programming to access the computer. Employees will have the option of using their own computer/tablet to complete their programming. The Employer agrees to allow employees to access the established wi-fi network for their own devices, but makes no guarantee with respect to reliability.

19.23 POLICY REVIEW

The Employer will provide up to three (3) hours for each employee to review policies, which time will be scheduled by the Employer and will not necessarily be in one single block of time. All questions from employees will be collated and addressed at a separate staff meeting.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 PAY DAYS

The Centre shall pay salaries by the end of the employee's shift bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of her salary, overtime and other supplementary pay and deductions. Payment shall be made by direct deposit to the account of each employee bi-weekly.

20.02 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 the position for the time she performs that job.

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

20.03 When an employee is temporarily assigned to a position paying a lower rate for the convenience of the Centre, it being agreed and understood that such assignment is to be implemented only in accordance with the terms of this Collective Agreement, her rate shall not be reduced. When an employee is temporarily assigned to a position paying a lower rate at her request or in order to avoid a lay-off, the employee shall be paid the rate of the position to which she has been assigned.

20.04 AUTOMOBILES

No employee shall be required to provide a car for the Centre's use.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

20.05 COLLEGE OF EARLY CHILDHOOD EDUCATORS REGISTRATION

At the end of each calendar year worked by an RECE in the bargaining unit, the Centre will provide that employee with payment of the registration fee.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Where the Centre establishes a new job classification during the life of this Agreement, the Centre agrees to give one (1) week's notice of such new classification to the Union. The Centre and the Union agree that they shall discuss and attempt to agree on the wage rate to be paid to such new classification. Such new rate shall be based on a comparison of the rates being paid and the duties being performed by other employees in the bargaining unit. In the event the parties are unable to agree on a rate for the new job classification within ten (10) days of the notice being given, the Union shall have the right to treat the dispute as a policy grievance pursuant to the provisions of Article 9.16. Any employee hired in the new job classification shall be paid the wage rate set by the Centre pending the determination of the policy grievance.

21.02 There will be no unreasonable elimination of current bargaining unit classifications or positions other than those necessary due to a lack of enrolment.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 PAY IN LIEU OF BENEFITS

The Centre will provide payment in lieu of benefits for employees who are not covered for benefits under any other plans.

To be eligible for the benefit the employee must actively have worked for the Employer for a minimum of one (1) year.

Payment will be provided on the employee's anniversary date as follows:

- Seven hundred and fifty dollars (\$750) for employees for single coverage and one thousand dollars (\$1000) for employees requiring family coverage who have worked for the Centre one to three (1-3) years as of January 1st of the current year.
- One thousand dollars (\$1000) for employees with single coverage and one thousand two hundred and fifty dollars (\$1250) for employees requiring family coverage who have worked for the Centre four to seven (4-7) years as of January 1st of the current year.
- One thousand two hundred and fifty dollars (\$1250) for employees for single coverage and one thousand five hundred dollars (\$1500) for employees requiring family coverage who have worked for the Centre eight (8) years or more as of January 1st of the current year.

The Centre shall pay the above amounts, for up to twelve (12) months for employees who are absent due to illness. The Centre shall provide any necessary payments under this Article in respect of employees who are on any ESA-approved leaves.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

22.02 MULTI-SECTOR PENSION PLAN

The Employer agrees to participate in the Multi-Sector Pension Plan ("the Plan") and shall contribute two percent (2%) of each employee's Applicable Wages as defined in Schedule "B" to said fund and each employee shall contribute two percent (2%). The terms of the Employer's participation in the Plan is set out in Schedule "B".

ARTICLE 23 - HEALTH AND SAFETY

23.01 CO-OPERATION ON SAFETY

The Union and the Centre shall co-operate in establishing and maintaining rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors averse to employee health and safety.

23.02 HEALTH AND SAFETY CLOTHING AND EQUIPMENT

Subject to recommendations by the Centre and the Union, the Centre 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 Centre's expense.

23.03 A worker 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. There will be one worker rep at each site.

23.04 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 regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

23.05 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 Centre.

23.06 HEALTH AND SAFETY COMMITTEE

The Centre acknowledges that it is covered by the provisions of the *Occupational Health and Safety Act*, including the provisions which provide for work refusal in unsafe circumstances as set out in the Act. The Centre agrees to continue the Health and Safety Committee and to ensure that a copy of the Act is posted in the staff room.

23.07 INSPECTION, PREPARATION AND MEETINGS

Health and Safety committee members shall have time for inspections, preparation and meetings during their normal working hours. The scheduling of such time will be subject to approval from the Centre.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

ARTICLE 24 - JOB SECURITY

24.01 RESTRICTIONS ON CONTRACTING-OUT

In order to provide job security for the members of the bargaining unit, the Centre 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 plant, person, company or non-unit employee.

Nothing in this clause shall prevent the Centre, if regular staff are not available, from employing casual staff.

24.02 Part-time positions shall not be broken up into lesser positions without the express agreement of the union. All vacancies of unionized positions must be posted in their entirety.

ARTICLE 25 - UNION LABEL

25.01 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 26 - CHILD/ADULT RATIO

26.01 The Centre and the Union agree that a reasonable ratio of adults to children in a daycare centre is essential if the child's physical, social, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Centre agrees that the child/adult ratio shall not exceed the minimum established by the CCEYA as amended by the Government from time to time.

ARTICLE 27 - GENERAL CONDITIONS

27.01 PROPER ACCOMMODATION

The Centre shall provide each employee with storage space for personal belongings. The Centre shall work towards providing a staff lounge sectioned off from the kitchen area for employees.

27.02 BULLETIN BOARDS

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

27.03 If it is necessary for an employee to be transferred to work with a different group of children, the affected employee shall be given the opportunity to discuss the matter with the supervisor before the transfer is put into effect. The transfer will not be made for reasons that are mala fides or in bad faith, and such a transfer will only be made in accordance with the terms of this Collective Agreement.

27.04 The Employer agrees to waive the cost of Emergency Care for an employee's child one day per year providing space is available in the appropriate age group.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

ARTICLE 28 - COPIES OF THIS AGREEMENT

28.01 The Union and the Centre desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Centre shall provide sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 29 - GENERAL

29.01 Plural or Feminine Terms May Apply, whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 30 - TERM OF THE AGREEMENT

30.01 The term of this Agreement shall be from January 1st, 2022 to December 31st, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

SIGNED THIS 9/14/2023 **AT TORONTO**

FOR THE EMPLOYER

DocuSigned by:

Anna Gionet

12E6E3E4E41F439...

FOR THE UNION

DocuSigned by:

Jamal Alhamad

DocuSigned by:

Tammy Blair

F236296FC3A6405...

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

SCHEDULE "A" Wage Rates and Duration

It is agreed that a wage grid will be developed to be effective January 1 of each year, that will include wage adjustments and in addition, pay equity adjustments based on the previous years' payroll, and will be provided to the Union and the employees.

2022

	2022 hourly rate	1.5% increase	Plus P.E. 2022	2022 Total Compensation
RECE PT	\$28.16	.45	2.00	\$ 30.61 per hour
NON ECE PT	\$21.66	.32		\$ 21.98 per hour

2023 and 2024

	2023 2% increase	2023 Total Compensation	2024 2% increase	2024 Total Compensation
RECE PT	.61	\$31.22 per hour	.62	\$ 31.85 per hour
NON ECE PT	.44	\$22.42 per hour	.45	\$ 22.87 per hour

The Centre will continue to apply for Provincial Wage Enhancement Grant funding for all part time positions during the term of the Collective Agreement.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

SCHEDULE "B" - PENSION PLAN

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

1. a) "Plan" means the Multi-Sector Pension Plan
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - i) The straight time component of hours worked on a holiday; and
 - ii) Holiday pay, for the hours not worked; and
 - iii) Vacation pay; and
 - iv) Sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.All other payments, premiums, allowances and similar payments are excluded.
- c) "Eligible Employee" means all employees in the bargaining unit who have completed five hundred (500) hours of employment with the employer.

2. Effective date of ratification, each Eligible Employee shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to two percent (2%) of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

- a) To be Provided at Plan Commencement
 - Date of hire;
 - Date of birth;
 - Social Insurance Number;
 - Date of first contribution;
 - Seniority list to include hours from date of hire to Employer's fund entry date;
 - Gender.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33
Term: January 1, 2022 – December 31, 2024**

- b) To be Provided with each Remittance
 - Name;
 - Social Insurance Number;
 - Monthly remittance;
 - Pensionable earnings;
 - Year to date contributions;
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.

- c) To be Provided Initially and as Status Changes
 - Full address;
 - Termination date where applicable (MM/DD/YY)
 - Marital status, and any change to marital status;
 - Date of death (if applicable);

- d) To be Provided Annually but no later than December 31st
 - Current complete address listing for all Eligible Employees;
 - Period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
 - Period(s) of lay-off, while subject to recall;
 - Period(s) of absence for pregnancy or parental leave;
 - Period(s) of strike or lockout;
 - Other leaves of absence.
 - Hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

- 5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

**Collective Agreement between Orde Daycare (Part-Time)
and CUPE and its Local 2484-33**

Term: January 1, 2022 – December 31, 2024

LETTER OF UNDERSTANDING 1 – LABOUR/MANAGEMENT MEETINGS

The parties agree that, in the event that a meeting of the labour/management committee is scheduled between management and the full-time bargaining unit representatives, a representative from the part-time bargaining unit will be invited to attend. The representative will be chosen by the Union.

The parties also agree that at any labour/management committee meeting attended by a representative of the part-time bargaining unit a third member of management will also be allowed to attend.

SIGNED THIS 9/14/2023 **, AT TORONTO**

FOR THE EMPLOYER

DocuSigned by:

Anna Gionet

12E6E3E4E41F438...

FOR THE UNION

DocuSigned by:

Jamal Alhamad

4B9F87839780702...

Tammy Blair

F236296FC3A6705...

