

**COLLECTIVE AGREEMENT**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.  
(hereinafter called "the Employer")  
Party of the First Part**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 2665  
(hereinafter called "the Union")  
Party of the Second Part**

**JANUARY 1, 2025 to DECEMBER 31, 2027**

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	4
ARTICLE 2 - DEFINITIONS .....	4
ARTICLE 3 - MANAGEMENT'S RIGHTS.....	4
ARTICLE 4 - NO DISCRIMINATION .....	5
ARTICLE 5 - RECOGNITION AND NEGOTIATION.....	5
ARTICLE 6 - COMMITTEES .....	6
ARTICLE 7 - DISCHARGE, SUSPENSION, AND DISCIPLINE.....	7
ARTICLE 8 - GRIEVANCE PROCEDURE .....	8
ARTICLE 9 - ARBITRATION.....	9
ARTICLE 10 - SENIORITY.....	10
ARTICLE 11 - PROMOTIONS AND STAFF CHANGES.....	11
ARTICLE 12 - LAYOFF AND RECALL.....	13
ARTICLE 13 - HOURS OF WORK.....	14
ARTICLE 14 – OVERTIME .....	16
ARTICLE 15 - PAID HOLIDAYS .....	17
ARTICLE 16 - VACATIONS .....	17
ARTICLE 17 – SICK LEAVE .....	19
ARTICLE 18 - LEAVE OF ABSENCE .....	21
ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES .....	25
ARTICLE 20 - POSITION DESCRIPTIONS .....	25
ARTICLE 21 - EMPLOYEE BENEFITS.....	26
ARTICLE 22 - JOB SECURITY .....	28
ARTICLE 23 - MISCELLANEOUS PROVISIONS .....	29
ARTICLE 24 - TERM OF AGREEMENT .....	31
SCHEDULE "A" – WAGES.....	32
SCHEDULE "B" - CASUAL EMPLOYEES .....	34
SCHEDULE "C" - TERM EMPLOYEES .....	35
SCHEDULE "D" – JOB SHARING AGREEMENT .....	36
LETTER OF AGREEMENT - PROPOSED MERGERS AND AMALGAMATION .....	38
LETTER OF UNDERSTANDING - BASE FUNDING .....	39

LETTER OF UNDERSTANDING-NEW PROGRAMS OUTSIDE REGULAR HOURS .....	40
LETTER OF UNDERSTANDING - SPLIT SHIFT SCHEDULING .....	41
LETTER OF UNDERSTANDING - SUMMER VACATION .....	42
LETTER OF UNDERSTANDING – FOOTWEAR ALLOWANCE .....	43
LETTER OF UNDERSTANDING RE: FUNDING FORMULA AND WAGE REOPENER .....	44
LETTER OF UNDERSTANDING R: LABOUR DAY CLOSURE .....	45

## **ARTICLE 1 - PREAMBLE**

- 1.01 In recognition of our mutual interests this Agreement is entered into for the purposes of recording salaries, hours and working conditions, and of establishing the means of settling amicably any differences which may arise; and for the general purpose of maintaining harmonious relations between the Employer and the employees, with the object of maintaining a high standard of care for the children, and promoting their physical, intellectual, and emotional growth in a not-for-profit child care setting.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 "Permanent Employee" - Any person employed by Queen's Day Care Centre, except for the Director.
- 2.02 "Casual Employees" - Are persons who meet the standards as set out in the Child Care and Early Years Act, who are hired as temporary replacements for permanent employees who are absent from work by reason of sickness, leave of absence, or other reasons as covered by this Collective Agreement.
- 2.03 "Term Employee" - A term employee is an individual hired on a term of appointment for a period of at least sixty (60) days, but less than eighteen (18) months to cover the absence of a permanent employee who will be absent for more than sixty (60) days and eighteen (18) months or less; or to fill a position of more than sixty (60) days eighteen (18) months or less created to supplement existing staff; and who falls within the definition of the bargaining unit as contained in Article 5.01.

## **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 The Union recognizes that it is the right and obligation of the Employer to manage and operate the business in which it is engaged and to:
1. maintain order and efficiency,
  2. hire, classify, transfer, promote, demote, suspend, discipline, discharge for just cause, or lay off employees.
  3. to establish, alter and enforce rules and regulations, hours of work, and work assignments or methods.

The Employer agrees that these rights shall not be exercised in a manner which is inconsistent with the provisions of this Collective Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that neither they nor their agents shall discriminate against any employee, or intimidate, threaten, coerce or restrain them because of their membership or past non-membership in the Union.
- 4.02 Furthermore, both Parties agree that they will not discriminate against, or give preference to, any employee by reason of any ground that is protected pursuant to the *Human Rights Code of Ontario*, as amended or replaced.
- 4.03 The Employer and the Union jointly recognize that no employee, Management member, or Board member shall be subject to sexual harassment. Reference to sexual harassment includes section 6 (2) of the Human Rights Code, and Section 6 (3) (a) and (b) of the Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known, or ought to be known, to be unwelcome.
- 4.04 The Employer and the Union jointly agree that no employee, Management member, or Board member should be subject to personal harassment.

#### **ARTICLE 5 - RECOGNITION AND NEGOTIATION**

- 5.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2665 as the sole and exclusive collective bargaining agent for all of its employees save and except the Director, Associate Director, and the Administrative Assistant.
- 5.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for, parent hours worked at the Centre, work performed by the Director, Associate Director, and the Administrative Assistant and in cases mutually agreed upon by the Parties.
- 5.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 5.04 All employees of the Employer shall, as a condition of employment, become and remain members in good standing with 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.
- 5.05 The Employer shall deduct dues from each payroll from every employee and forward them to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of names, addresses, telephone numbers and email addresses (if available) and classifications of the employees from whose

wages the deductions have been made, and the total hours worked that month by each employee.

- 5.06 At the same time that Income Tax (T-4) slips are made available, the Employer shall enter the amount of union dues paid by each Union member in the previous year.
- 5.07 During orientation of new permanent and term employees, the Employer will permit a Union representative up to one-half (½) hour to explain the functions of the Union.
- 5.08 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Queen's Day Care and the President of the Union, and if not available, to the National Representative of C.U.P.E.
- 5.09 There shall be one (1) Steward for each site. The Union shall notify the Employer of the names of the Stewards and the names of the Executive of the Union and the positions that they hold following their election.

#### **ARTICLE 6 - COMMITTEES**

- 6.01 The Employer agrees to recognize a Union Negotiating Committee consisting of two (2) employees, plus the National Representative.
- 6.02 The Employer agrees to recognize a Union Grievance Committee consisting of the President of the Union, the Recording Secretary, and the Steward from the location involved.
- 6.03 At all meetings with the Employer, the above Committees may be accompanied by a representative of the Canadian Union of Public Employees.
- 6.04 It is agreed that a joint Labour Management Committee will be established with two (2) employees as representatives of the Union, and two (2) representatives of the Employer. The purpose of this Committee shall be to exchange views on matters affecting the employees and their welfare and promoting and improving Day Care services. To this Committee shall meet at least every three (3) months, or at the written request of either Party. This Committee does not have the power to add to, amend, or delete any part of this Agreement. It is understood that such meetings will take place during lunch hour and those attending shall be paid one (1) hour at straight time.
- 6.05 The Employer agrees to comply with the provisions of the Occupational Health and Safety Act, as amended or replaced, and regulations thereunder. Each location will have one (1) Union member as the Health and Safety Representative and up to two (2) Management members unless otherwise required by law.

- 6.06 The Employer agrees that any employee on one of the Committees shall suffer no loss of wages when meeting with representatives of the Employer during the employee's regular working hours.
- 6.07 The Employer agrees that, provided that the needs of the Employer can be adequately met, staff meetings shall be called no more than once every month and will be held during lunch hour. Employees shall be paid for all hours spent at such meetings that are held within the regular work day at the employee's regular hourly rate of pay. Where the needs of the Employer require it, however, staff meetings may be held outside of the regular working day and will be paid for a minimum of one (1) hour at one and one-half (1½) times the employee's regular hourly rate of pay. These meetings will not extend beyond one and one-half (1½) hours and will not be scheduled on weekends. In normal circumstances, the notice of a staff meeting and an initial agenda will be posted two (2) weeks prior to the meeting.

### **ARTICLE 7 - DISCHARGE, SUSPENSION, AND DISCIPLINE**

- 7.01 An employee shall be accompanied by their steward at any formal interview with their supervisor involving a warning, a suspension or a discharge.

Any warning shall subsequently be confirmed in writing to the employee and a copy shall be sent to the Union.

Should the employee wish to respond in writing to the warning, their reply shall also become part of their record.

- 7.02 An employee who has been suspended or discharged shall be given the reason thereof at the time of suspension or discharge and within one (1) working day of such suspension or discharge, confirmation thereof shall be given in writing to the employee involved. A copy of the suspension or discharge letter shall be forwarded to the Union by the Employer.
- 7.03 The record of an employee's first verbal or written warning shall not be used against them after they successfully completes twelve (12) months of active service commencing when the warning is issued; the record of subsequent warnings or suspensions shall not be used after the employee successfully completes fifteen (15) months of active service commencing when the second warning or suspension notice is issued.

An employee shall have the right to have access to and review their personnel record with twenty-four (24) hours' written notice. An employee shall have the right to respond in writing to any document in their personnel record and such a response will become part of the record.

- 7.04 An employee who is absent from work in excess of three (3) working days without justifiable cause, without notifying the Employer, or who fails to return to work upon termination of a leave of absence without giving a reason acceptable to the Employer, shall be subject to discipline or discharge.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 "Grievance" - means any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement.
- 8.02 An earnest effort shall be made to settle the grievances fairly and promptly in the following manner. At all steps in the process, the grievor has the right to have a steward present.

It is understood that an employee has no grievance until they have first given their Supervisor or designate an opportunity to address their complaint. If an employee has a complaint, they shall discuss it with their supervisor within five (5) working days after the circumstances giving rise to the complaint have occurred. The Supervisor shall reply to the complaint within three (3) working days thereafter and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

### **Step 1**

The aggrieved employee(s) will submit the grievance to their Steward. If the employee's Steward is absent, they may submit their grievance to another member of the Grievance Committee. The grievance shall state the facts giving rise to the grievance, the Article of this Collective Agreement allegedly violated and the remedy sought. The grievance shall be signed by the grievor and/or Steward/a member of the Grievance Committee. They will submit a grievance to the employee's Supervisor within five (5) working days following the Supervisor's reply to the employee. The Supervisor shall convene a meeting with the grievor and a Union Steward within five (5) working days of submission of the grievance and shall respond in writing within five (5) working days after the meeting was held.

### **Step 2**

If the Grievance remains unresolved following the Step 1 response, the Union shall file a copy of the grievance with the Executive Director or designate within five (5) working days of the Step 1 response or within five (5) working days of the date on which the time for such response lapsed. A mutually agreeable date shall be agreed upon by the parties for presentation and discussion of the grievance. Such meeting shall take place within ten (10) working days of the filing of the grievance at Step 2. The Executive Director or designate shall provide a response within ten (10) working days after a meeting has been held.

- 8.03 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be bypassed.
- 8.04 Grievances and replies to grievances stating reasons shall be in writing at all stages.
- 8.05 The time limits in this Article may be extended by mutual written consent.
- 8.06 The Union acknowledges that Union Stewards have duties to perform for the Employer, and the Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate Stewards for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working hours. Stewards will be required to request leave from their Supervisors before leaving their place of work and to report back to the Supervisor on returning to work.

#### **ARTICLE 9 - ARBITRATION**

- 9.01 Either Party may, within fifteen (15) working days after the delivery of the Step 2 response or the exhaustion of the time permitted for same, request that a grievance be submitted to arbitration. The request shall be made in writing to the other Party of the Agreement, and the requesting party shall provide the names of three (3) proposed arbitrators at the same time as the request is made.
- 9.02 The Party receiving the notice may agree to one of the requesting party's proposed arbitrators or propose three (3) alternate arbitrators. The receiving party shall notify the requesting party of the name of the accepted arbitrator or its proposed arbitrators within seven (7) working days of its receipt of the initial request.
- If the parties fail to agree upon an arbitrator within seven (7) working days of the receiving party's response or the expiry of the time permitted for same, the appointment shall be made by the Minister of Labour upon request of either Party.
- 9.03 Either Party may request mediation of a matter proceeding to arbitration and where the other Party agrees to mediation, the arbitration hearing date will be delayed until after a mediator, who has been agreed to by both Parties, has convened a meeting of the Parties.
- 9.04 The Arbitrator shall determine the hearing procedure but shall give full opportunity to all Parties to present evidence and make representations. In attempting to secure justice, the Arbitrator shall, as much as possible, follow a lay procedure and shall avoid legalistic or formal procedures. The Arbitrator shall hear and determine the difference or allegation and render a decision.

- 9.05 The decision of the Arbitrator shall be final, binding and enforceable on all Parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.
- 9.06 Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 9.07 The time limits fixed in both the grievance and arbitration procedure may be extended by the consent of the Parties. Grievances which are not advanced within the time permitted shall be deemed to be withdrawn.
- 9.08 Nothing in this Agreement shall prevent either Party from exercising its right to use Section 49 of the Labour Relations Act, as amended from time to time.

### **ARTICLE 10 - SENIORITY**

- 10.01 Seniority is defined as the length of service in the employ of the Employer and shall be a factor in determining preference or priority for promotion, transfer, layoff, reduction of the work force, recall, leave of absence, vacation, and as set out in other provisions of this Agreement.
- 10.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Day Care Centre by the 15<sup>th</sup> of January of each year.
- 10.03 A newly hired employee (a probationary employee) shall be on probation for a period of three (3) months from the date of hiring. At least twice during the probationary period, the Supervisor and/or Director will review the work performance of the employee and submit the evaluation to the employee in writing.

A probationary employee shall not accrue seniority until after they have worked for the Employer for a total of three (3) months. After successful completion of the probationary period, seniority shall be effective from the date of employment. Should an employee not be successful, the employee shall be advised in writing as to the reasons why. If the employee so requests, the Employer shall forward documents compiled under this subsection to the Union.

With the written consent of the Employer, the probationary employee and the President of the Union or designate, the probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension which is not to exceed (3) months. During any extension there shall be least one further performance review.

- 10.04 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement save and except that in the case of discharge, no grievance shall be allowed, but a right of appeal from the discharge lies to the Board of Directors but there shall be no further right of appeal.

- 10.05 A term employee who is hired to the same position for a subsequent term shall not be required to serve a probation period.
- 10.06 An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, disability due to a W.S.I.B. claim, layoff, or leave for a maximum of one (1) year during this period of absence.
- 10.07 An employee shall only lose their seniority in the event:
1. They are discharged for just cause and is not reinstated.
  2. They resign in writing.
  3. They fail to return to work within ten (10) working days following recall after the employee has been notified by registered mail to do so, unless through sickness or other just cause.
  4. They are laid off for a period of more than one (1) year and they have one (1) year or less seniority.
  5. They are laid off for a period longer than two (2) years and they have more than one (1) year seniority.

### **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

- 11.01 When the Employer determines that a vacancy exists or a new position is created either inside or outside the bargaining unit, the Employer shall immediately post notice of the position on a Bulletin Board for a minimum of one (1) calendar week so that all members will know about the vacancy or new position. Each Casual or Term employee will be sent a letter in January of each year, asking if they wish to be automatically contacted for a vacant position for which they are qualified. If they respond affirmatively, they will be contacted and offered an interview if they made the short list. The Parties agree term vacancies in excess of sixty (60) working days must be posted.
- 11.02 Such notice shall state the nature of position, qualifications, required knowledge and education, skills, hours of work, and salary rate or range, and shall state: "This position is open to all qualified applicants".
- 11.03 An outside advertisement may be posted after the internal posting, and outside applications will be considered only after processing internal applications.
- 11.04 When selecting an employee to fill a bargaining unit position, all available information will be used in order to determine which employee is qualified to fill the vacancy. Under normal circumstances the most senior applicant will be selected. However, no employee will be promoted to a position for which they do not meet qualifications set

down by the Ministry of Education and, if an Early Childhood Educator, the Ontario College of Early Childhood Educators. Moreover, no employee shall be promoted who has demonstrated in the workplace that they do not have the ability to perform all major aspects of the job satisfactorily.

When selecting applicants for job postings, the order preference shall be:

1. Full-time applicants.
2. Part-time applicants.
3. Term applicants.
4. Casual applicants.
5. Outside applicants.

However, no employee will be promoted to a position for which they do not meet the qualification set out by the Ministry which is a diploma in Early Childhood Education from an Ontario College of Applied Arts and Technology or an academic qualification that the Ontario College of Early Childhood Educators considers to be equivalent or some other form of qualification that is approved by the Ministry.

#### 11.05 Transfers to Temporary Positions

For the purpose of Article 11.05, the Employer will endeavour to fill temporary, vacant or term positions in the bargaining unit from among employees of the centre. All internal applicants will be considered. Those on the short list will be interviewed.

When a vacancy occurs in the bargaining unit and a permanent employee wishes to transfer to that vacancy, the employee shall request the transfer in writing prior to the closing date of the competition. The transfer will be allowed if the individual meets the requirements of the position and the transfer does not conflict with the operational needs of the Centre. Such a transfer will not unreasonably be denied.

If more than one permanent employee applies for the transfer, it will be assigned on the basis of seniority after the considerations given above.

At the completion of the temporary transfer the employee shall be returned to a position comparable to that which they held prior to the transfer.

Employees promoted to supervisory positions, which disqualify them from being subject to this Agreement, shall accumulate seniority for a period of twelve (12) months following such transfer and should such employee decide to return to the bargaining unit or are returned by the Director during the twelve (12) month period, they shall be returned to the job classification held by such employee immediately prior to such transfer. No employee, subject to the above, may return to the bargaining unit once the twelve (12) month period has expired, other than as a new employee.

11.06 The successful applicant shall be notified within two (2) days of the date of appointment. All bargaining unit applicants shall be notified in writing of the name of the successful applicant and the name of the successful applicant shall be posted on a bulletin board within seven (7) days of the date of the appointment.

If a position falling vacant is not to be posted immediately, or if after a vacancy is posted, a selection is not to be made immediately, in either case the Union will be advised in writing as to the reason.

11.07 An employee who has been promoted shall be on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the two (2) month period. In the event the promoted employee proves unsatisfactory in the position during the trial period or the employee is unable to perform the duties of the new job classification, they shall be returned to their former position and pay rate. Any other employee transferred because of the re-arrangement shall also be returned to their former position and pay rate.

With written consent of the Employer, the staff on trial period, and the Local Union, the trial period may be extended. Any extensions agreed to will specify the length of the extension which shall not exceed one (1) month. During the extension there shall be at least one (1) further performance review.

## **ARTICLE 12 - LAYOFF AND RECALL**

12.01 In the event of a proposed lay-off, the Employer will provide the Union with a minimum of three (3) months notice of such a lay-off and meet with the Union through the Labour/Management Committee to review the following:

1. The reason causing the lay-off.
2. The service the Employer will undertake after the lay-off.
3. Methods to achieve the Employer's objective causing the least adverse effect to the members of the bargaining unit.

12.02 In the event of a reduction in work the Employer agrees that employees be laid off in reverse order of seniority providing that the employees who remain have the job qualifications for the positions available.

12.03 An employee bumped under Article 12.04 must receive one (1) months' notice of lay-off.

The parties agree that should an emergency take place the notice periods in 12.01 and 12.03 shall not apply.

- 12.04 An employee laid off pursuant to Article 12.02 must notify the Employer in writing within seven (7) calendar days of receiving the notice that they will either:
- (a) accept the lay-off; or
  - (b) bump the most junior employee in their own classification or bump the junior employee in a lower classification if the laid-off employee is the most junior in their own classification; or
  - (c) bump the most junior part-time or term employee in their own classification or the most junior part-time term employee in a lower classification. The laid-off employee may fill more than one part-time or term position, so long as the schedules of the positions allow them to fulfill these responsibilities, and so long as the total hours of the positions assumed are not greater than the hours of the position from which they were to be laid off. An employee who chooses to accept such an arrangement shall not be covered by the provisions of Articles 13.02 and 13.06 of this Agreement.

In order to bump into another position under (b) or (c) above, the employee must have the qualifications for the position.

- 12.05 Employees shall be recalled in order of their seniority, providing they meet the qualifications for the positions available.
- 12.06 No new permanent or term employees shall be hired until those laid off have been given an opportunity of recall.
- 12.07 An employee must notify the Employer of any address and/or telephone number change within seven (7) calendar days of it occurring. Failure to do so will result in the removal of the responsibility of the Employer to reappoint an individual should the official recall notice fail to reach the employee.

### **ARTICLE 13 - HOURS OF WORK**

- 13.01 The regular hours of operation for the Day Care shall be 8:00 am to 5:00 pm.

The Employer reserves the right to change the hours of operation and the Union shall agree to change the hours of operation for bona fide operating reasons. The Employer agrees that it will discuss any such proposed change with the Union through Labour/Management three (3) months in advance of any proposed change.

- 13.02 The regular daily hours of work for full-time permanent Teachers shall be up to eight (8) hours per day, but no less than seven (7) hours. Shifts shall be offered by seniority. Shift hours scheduled LESS THAN seven (7) hours are permitted for the purposes of operational and/or personal needs and when both the employee and employer are in agreement. hours. No seven and three-quarter (7¾) or eight (8) hour

shift shall be spread over a period longer than nine (9) hours, and in such cases this shall include one (1) hour off for lunch which will only be scheduled at the beginning or end of the shift by mutual agreement of the employee and Employer. There shall be no overtime paid for employee requested shift switches, but there shall be for employer mandated switches where the change results in the employee working more hours than their regularly scheduled shift or more than forty (40) hours in a week.

- 13.03 The regular work week shall consist of up to forty (40) hours per week. The work week shall be from Monday to Friday inclusive.
- 13.04 The hours of work for all employees shall be posted one (1) month in advance and shall include the starting and quitting times and the actual hours per day. However, during the period from September 15 to October 15, and during the months of January, May and June they may be posted two (2) weeks in advance. There shall be no change in the schedule except by mutual agreement between the concerned Parties, unless required in order to maintain staffing levels in accordance with Ministry operational requirements. The Employer shall make all reasonable efforts to revert to the posted schedule as soon as reasonably possible and shall advise the Union if it cannot do so.
- 13.05 All employees who are scheduled to work more than seven (7) hours shall be entitled to an unpaid rest period of not less than one (1) hour, and a paid fifteen (15) minute rest period in the first and second half of each shift. Subject to mutual agreement between the employee and their Supervisor, an employee may combine the two (2) paid fifteen (15) minute rest periods for one (1) thirty (30) minute paid rest period.

Notwithstanding the above, employees working in the cook's classification shall develop their own daily schedule of paid rest periods not to exceed thirty (30) minutes total per day. A written schedule shall be posted in the kitchen which will include break times, changes to the schedule are subject to the operational needs of the Centre.

- 13.06 The Employer agrees when bad weather reduces the number of children in the Day Care that employees may request to leave work prior to the normal end of the shift. If the Employer grants an employee's request to leave, the period of time the employee is absent until the end of the normal shift shall be unpaid time.
- 13.07 If the daycare is forced to close because of unforeseen circumstances in the process of the day and during regular working hours, the hours paid will be prorated to reflect the hours of operation, unless less than one (1) hour remains in the working day. In that instance, the employees will be paid their full daily rate.

It is understood that if parents are paying full fees and the centre is deemed unsafe for children and close, employees must be given the opportunity to find meaningful

work. It is further understood that if an employee chooses to leave the facility, they are choosing to do so without pay or use vacation credits. It is understood that when parents are paying for children to be in care, and the building is deemed unsafe for staff there shall be no loss of regular earnings.

#### **ARTICLE 14 – OVERTIME**

14.01 Overtime shall be defined as any hours worked beyond the employee's regular scheduled weekly or daily shift. There shall be no overtime paid for employee requested shift switches, but there shall be for employer mandated switches where the change results in the employee working more hours than their regularly scheduled shift or more than forty (40) hours in a week. Any overtime hours worked shall be paid at a rate of time and one half the employee's regular hourly rate of pay.

Overtime for the cleaner shall be defined as any hours worked beyond forty (40) hours per week.

On the occasion when staff volunteer to fill in for the cleaner when is absent, and only on this occasion, staff will be compensated at their regular rate of pay, at straight time.

14.02 The Union also agrees that Teachers may have to stay late in order for parents to pick up their children. In order to cover this eventuality, each location shall have one (1) teacher designated as lock-up/late teacher. This person shall be ten (\$10.00) dollars per lock-up shift per week over their regular salary.

In addition, the Employer agrees that lock-up/late teachers shall be paid in accordance with the following:

- up to 15 minutes - \$20.00 per family (with a one-time three (3) minute grace period)
- over 15 minutes but less than 30 minutes - \$25.00 per family
- over 30 minutes - \$1.00 (one dollar) per minute per family

This rate will be automatically increased to the rate charged to the parents as determined from time to time by the Board of Directors.

In the event that a parent is late picking up a child, the lock-up/late teacher shall make every effort to contact the parents involved. After thirty (30) minutes, the lock-up/late teacher shall attempt to contact the Director, or any member of the Board of Directors.

In the event a parent is consistently later picking up a child, the grace period will not apply with approval of the director(s).14.03. Full-time regular employees who attend Queen's Day Care special events as part of their programming, outside normal working hours, and with Management's approval, will be compensated at time and one-half (1½) paid lieu time off at a mutually convenient time within twelve (12) months of the date on which the lieu time was earned.

In addition, staff with accumulated paid lieu time may request prescheduled time off when staffing needs are anticipated to be light and the Employer will not incur any additional costs as a result of the employee's absences.

### **ARTICLE 15 - PAID HOLIDAYS**

15.01 The following holidays shall be granted with pay at the employee's regular rate of pay for their normal number of daily working hours if they qualify under Article 15.03 hereunder:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Christmas Eve (if it falls on a normal working day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

The parties agree that any holiday mandated by the provincial government that is observed by the university shall also be granted to the employees of this local.

15.02 If a statutory holiday should occur during their vacation period, they will receive an additional day off with pay at a mutually convenient time.

15.03 When Christmas Eve falls on a normal working day, the daycare will be closed. If December 23<sup>rd</sup> falls on a Monday, the centre will be closed. If January 2 falls on a Friday, the centre will be closed.

### **ARTICLE 16 - VACATIONS**

16.01 A permanent employee shall receive an annual vacation with pay in accordance with their years employed as follows:

Less than 1 year	1 day per month up to 12 days
Less than 2 years	15 days
2 years or more	20 days
in 6th year	21 days
in 7th year	22 days

in 8th year	23 days
in 9th year	24 days
in 10th year	25 days
in 11th year	26 days
in 12th year	27 days
in 13th year	28 days
in 14th year	29 days
in 15th year	30 days

Effective January 1, 2018

in 20 <sup>th</sup> year	31 days
in 25 <sup>th</sup> year	32 days
in 30 <sup>th</sup> year	33 days
in 35 <sup>th</sup> year	34 days
in 40 <sup>th</sup> year	35 days
in 45 <sup>th</sup> year	36 days

A new employee must complete three (3) months at Queen's Day Care Centre before any vacations are permitted (provided that the probationary period has been passed). No more than twelve (12) months advance of the employee's anniversary date vacation will be granted.

In the event of termination of employment, the monies owing shall be reimbursed to the Employer.

Employees may be allowed to carry over ten (10) days' vacation entitlement. Employees wishing to carry over shall submit their request to the Director at least one (1) month prior to the end of the vacation year. Such requests shall not be arbitrarily denied. In special and unusual circumstances, an employee may carry over an additional ten (10) days, for a total of twenty (20) days.

- 16.02 An employee terminating employment or retiring at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.
- 16.03 Where an employee is hospitalized, or qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation. The period of vacation so displaced shall either be added to the vacation period, or reinstated for use at a later date at a time mutually agreed to by the Employer.

Should an employee be sick for three (3) consecutive days or more during their period of vacation, and provides a doctor's note paid for by the employee, there shall be no deduction from vacation.

16.04 Vacations shall be scheduled whenever possible for an unbroken period at mutually convenient times by the Employer.

An annual leave schedule is to be posted by April 1 in every year. Any employee who has failed to designate their preference by March 15 shall be required to take available dates.

Approval of vacation requests as outlined below will be subject to operational requirements.

An employee shall submit the vacation request in writing to the Employer. All vacation requests submitted in writing by March 15 shall be scheduled according to seniority. Vacation requests submitted after March 15 shall not be scheduled according to seniority and in addition, shall require no less than two (2) weeks' notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably withheld.

Incidental days of vacation shall be scheduled with three (3) days' notice by the employee and provided that a casual is available.

The annual holiday block out period shall be up to three (3) weeks starting on Labour Day each year.

16.05 The Employer shall advise each employee in writing of the amount of vacation credits due to an employee on an annual basis on March 1.

16.06 The Employer shall not require employees to take more than fourteen (14) days of their annual vacation entitlement during the Christmas and summer shutdowns.

### **ARTICLE 17 – SICK LEAVE**

17.01 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- They notify the Employer of this condition in such manner and at such time as may be determined by the Employer; and
- The Employee has the necessary sick leave credits;
- Compensation is not recoverable under any compensation, insurance plan or policy, or from a legally responsible third party.

17.02 Effective June 1, 1996, sick leave shall be earned as follows:

- All current employees as of the above effective date shall earn sick leave at the rate of one and one-quarter (1¼) days for each month employed;

- All new employees hired on or after the effective date shall earn sick leave at the rate of one (1) day per month for the first three (3) years of employment. Beginning on the third anniversary, such employees shall then earn sick leave at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month thereafter;
  - Employees who work less than full-time hours, will earn sick leave at a rate which is equal to the percentage of full time they work.
  - An employee may use sick days and partial sick days in one-hour units for such purposes as medical appointments or to care for ill family members. Such hour units shall be rounded up to the next whole hour for accounting purposes.
  - In certain circumstances and if both parties agree, if there is continually scheduled appointments (i.e. for pregnancy, physio etc.) that to maximize coverage for the daycare and to maximize the sick time of the employee, the management will track the sick time at straight time. Time away will be recorded on biweekly intervals to coincide with the pay schedule.
- 17.03 The unused portion of an employee's sick leave shall accumulate for their benefit up to a maximum of one hundred and nineteen (119) days.
- 17.04 A deduction shall be made from accumulated sick leave for all normal working days (exclusive of Holidays) absent for sick leave. When an employee is absent from work by reason of sickness for five (5) working days or more, the Employer may request that upon return to work that a doctor's certificate be provided - if the doctor requires payment for such a certificate it will be paid by the Employer.
- 17.05 When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.
- 17.06 By January 15 of each year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.
- 17.07 Where no other than the employee can provide for the needs of an immediate member of the family (child, spouse, parents, or any relative living with the employee) or an employee who is a donor of an organ or equivalent for a relative or non-relative, an employee shall be entitled, after notifying their Supervisor, to use up to fifteen (15) sick leave days per year. A doctor's certificate shall be given to the Employer after an absence of five (5) working days or more.
- 17.08 An employee with more than two (2) years of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of fifteen (15) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half ( $1/2$ ) of the monthly accumulation. In the event of termination of employment, the monies owing shall be reimbursed to the Employer.

17.09 The sick leave provisions in this Article are intended to be inclusive of statutory leave for personal illness and family responsibilities and medical/doctors appointments. Accrued and unused sick leave shall not be paid out on termination of employment or under any other circumstances.

17.10 When an employee exhausts their sick leave credits but is unable to work due to sickness, they may, in writing, request a leave of absence not to exceed sixty (60) days in length. Such a request will not be unreasonably denied.

If the employee is in receipt of extended health benefits, they must pay the employer for their portion of the benefits and the employer portion in order to maintain coverage.

If an employee has been replacing the employee on the leave of absence, a term appointment will not be created by such a leave of absence.

If an employee has been replacing the employee on leave in a term position, the term will be extended by the length of the leave of absence with the concurrence of the employee and the Union.

An employee on leave under the terms of this Article will not accrue sick leave or vacation credits.

## **ARTICLE 18 - LEAVE OF ABSENCE**

### **18.01 Bereavement Leave**

An employee shall be granted a maximum of five (5) regularly scheduled consecutive workdays leave without loss of pay or benefits in the case of death of a spouse, common-law spouse, child, stepchild.

An employee shall be granted a maximum of five (5) regularly scheduled consecutive workdays leave without loss of pay or benefits in the case of death of a parent, step-parent, brother, sister, mother-in-law, father-in-law, sister/brother-in-law, daughter/son-in-law, grandparent, grandchild, common-law father/mother, common law sister/brother, or in such cases as the Employer deems reasonable.

In recognition of the fact that occasions which call for bereavement are based on individual circumstances, the Employer, on request may grant additional bereavement leave. In the event that an employee is raised by an aunt or uncle, then the aunt or uncle will replace the employee's parent for the purposes of this Article.

If one-way travel of four (4) hours by personal automobile or public transportation is required, one (1) additional day with pay will be granted.

## 18.02 Unpaid Leave of Absence

An employee with more than two (2) years of continuous service may apply for an unpaid leave of absence for valid personal reasons. Such requests must be in writing and are subject to the approval of the Employer. The term of such leave of absence shall normally be a minimum of four (4) weeks and a maximum of one (1) calendar year. The request should be made a minimum of four (4) weeks in advance of the date the leave is scheduled to commence and is subject to the Employer being able to find a suitable qualified replacement. The employee shall not accrue vacation or sick time during such a leave, but shall be entitled to all other regular benefits provided that the employee pays the Employer for both the employee and the Employer portions of the benefits costs.

The employee must advise the Employer with four (4) weeks' written notice that they wish to return.

## 18.03 Pregnancy and Parental Leave

- (a) After thirteen (13) weeks' employment, employees, upon written request, shall be granted up to seventeen (17) weeks unpaid leave of absence for Pregnancy and up to sixty-one (61) weeks of unpaid Parental Leave, or sixty-three (63) weeks of unpaid Parental Leave if they did not take Pregnancy Leave.
- (b) The period of leave will be considered as continuous service for purposes of seniority, service, annual increments and length of vacation entitlement.
- (c) An employee returning from Pregnancy and Parental Leave shall be returned to their former position, subject to any changes to the employee's status, which would have occurred had they not been on leave.
- (d) The employee shall not accrue sick time during the Pregnancy and Parental leave but will retain already accrued sick time.
- (e) Written request for Pregnancy and Parental Leave implies an intention to return to work. The employee must specify in their written request the date the leave commences, that they intend to return to work and the expected return date. The employee must give four weeks' advance written notice of any subsequent proposed change to the return date.
- (f) The Employer shall grant a leave of absence without pay to an employee for a period of up to sixty-three (63) weeks for Adoption Leave on the same basis as Parental Leave.
- (g) The Employer will continue all benefits coverage in which the employee participated immediately prior to the commencement of the leave, for the duration of the leave,

provided that the employee reimburses the Employer for the employee portion of the cost of such benefits.

- (h) The Parties recognize that this language may be amended by legislation. An employee on Pregnancy and Parental Leave, as provided under this Agreement, who is in receipt of Employment Insurance, Pregnancy and/or Parental benefits pursuant to Section 18 of the Employment Insurance Act, as amended, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employees' regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings for a period during their Pregnancy Leave for which they are receiving Employment Insurance Benefits to a maximum of fifteen (15) weeks.

For an employee taking only Parental Leave and not taking Pregnancy Leave, the benefit will be equivalent to the difference between eighty-five percent (85%) of the employee's regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings for the first fifteen weeks of their Parental Leave for which they are receiving Employment Insurance Benefits. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of such benefits.

- (i) If an employee elects to receive Employment Insurance Benefits over a period of time greater than twelve (12) months, the supplemental employment benefit paid to the employee over this period will be calculated as if the employee elected to receive their Employment Insurance benefits for a twelve (12) month period.
- (j) An employee who has more than two (2) years of continuous service is entitled to, and takes, a Pregnancy or Parental Leave, may request additional leave to a maximum total of twelve (12) months' additional leave. Notice of the intention to take and return from additional leave shall be required on the same terms as required for Pregnancy or Parental Leave. Notwithstanding the notice requirements of the provision, the Employer will not unreasonably deny additional leave where emergency or unforeseen circumstances do not permit the employee to provide such notice. An employee on approved additional leave shall continue to accumulate seniority and shall be entitled to all regular benefits while on such leave provided that the employee reimburses the Centre for the employee portion of the benefit cost.
- (k) No period when an employee is off on Pregnancy, Parental or additional leave shall be included in determining whether an employee has successfully completed a probationary period.

#### 18.04 Jury/Witness Duty

Each employee who is called to serve as a juror or witness shall be granted leave of absence for such purpose, when they present a satisfactory certificate, showing the period of such service. Their full salary will be paid for the period of their jury/witness

duty when they present acceptable documentation of the time period involved. This provision does not apply to an employee who is a witness at their own trial.

An employee who is in receipt of their salary during jury/witness duty will advise the Employer of any payments received from any other source that are intended to compensate them for their attendance at the proceeding, and shall reimburse the Employer the lesser of the amount of the additional payment or the amount of pay received from the Employer for the day(s) of the employee's attendance in the proceeding.

- 18.05 In the event that a known or suspected case of any disease or condition occurs in the Day Care which the Medical Officer of Health views would be harmful to a pregnant employee, such employee shall receive an immediate transfer to another work situation or will receive an immediate leave of absence with full pay and benefits if such work situation is not available.
- 18.06 Upon reasonable written notice to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay but with benefits up to twenty (20) days per year. No more than two (2) employees at one (1) time and a total of twenty (20) days per year for the Union shall be allowed.
- 18.07 With the approval of the Director or their designate, employees may be granted leave of absence with pay and without loss of seniority and benefits as follows:

<u>Reason</u>	<u>Leave</u>
Moving one's household	1 day
To become a Canadian citizen	1 day
Birth of a child, where the employee is the non-birthing parent of the child and where the employee is not commencing Parental Leave within a week of the birth	5 days
Coming of a child into an employee's custody, care and control for the first time, where the employee is a parent of the child and where the employee is not commencing Parental Leave within a week of the coming of the child	5 days
Compassionate Leave Reasonable request for time off due to an unexpected or foreseen emergency (household or otherwise).	3 days

At the discretion of the Director or their designate, additional leave with pay, to a maximum total of five (5) days may be granted for the above reasons or for other

emergencies where, in the opinion of the Director or designate, circumstances warrant the granting of such additional leave.

18.08 An employee, with four (4) weeks' written notice, may request a job exchange from the position of Head Teacher to assume the duties of teacher. The employee requesting the job exchange must have been a Head Teacher for more than twelve (12) months of continuous and active service. This job exchange shall not be shorter than three (3) months nor longer than twelve (12) months and must not be taken within twenty-four (24) months of the start or end of a Leave of Absence under articles 18.02, 18.03, 18.04, 18.05 and 18.06. An Employee may ask for an additional job exchange which may be granted at the sole discretion of the Employer. The teacher who wishes to take on the job exchange and perform the duties of the Head Teacher must be acceptable to the Employer and must be willing to take on the job exchange for the full period of time. If the replacement is not successful during the trial period, they shall be returned to their original position and the Head Teacher must resume their duties and the job exchange will be terminated.

#### **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES**

19.01 The Employer shall pay salaries every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. The Employer will deposit the employee's salaries by direct deposit into the employee's bank of choice by Friday of each pay week. On each pay, each employee shall be provided with an itemized statement of their hours worked, wages, overtime and other supplementary pay and deductions.

19.02 An employee, temporarily assigned to a higher paying position carrying a single rate of pay, shall receive the rate of pay and benefits for that position for the time they perform that job. In case of promotion or reclassification, the employee shall immediately receive the higher rate of pay. The date of promotion to the new classification shall become the anniversary date for application of salary progression.

19.03 When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

19.04 The Employer will calculate and pay retroactive pay within ten (10) business days of ratification of this Agreement. If there are any delays the Union will be notified.

#### **ARTICLE 20 - POSITION DESCRIPTIONS**

20.01 Current descriptions of all positions under this Agreement will be prepared and maintained by the Employer. These descriptions shall be discussed, at the request of either Party at Labour/Management meetings.

20.02 Existing classifications covered in Schedule “A” shall not be eliminated during this Agreement.

20.03 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the re-classification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

21.01 It is understood that the Employer may substitute another carrier for any plan provided that the benefit provisions of any new plan are not in total decreased. The plan in use contains the following provisions: Life Insurance, Accidental Death and Dismemberment, Dependent Life Insurance, Long Term Disability Coverage, Extended Health Care, Vision Care, and Dental Care. Before making such a change the Employer will explain the details of the proposed new plan to the Union. The Employer will also provide the Union with the comparative specifications and costs of both the current plan and any proposed new plan.

21.02 The Employer agrees to pay seventy-five percent (75%) of premium cost for the plan for all benefits save and except long-term disability. Staff pay one hundred percent (100%) of the long-term disability premium. Staff on Leave of Absence without pay, longer than one (1) month, shall make arrangements to pay both portions of such coverage while on leave unless otherwise stated in the Agreement.

### **21.03 Pension Plan**

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

- (a) “Plan” shall mean a retirement vehicle as determined by the Union.
- (b) “Applicable Wages” shall mean the basic straight time wages for all regular hours worked and in addition;
  - (i) the straight time component of hours worked on a holiday;
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay.

- (c) All other payments, premiums, allowances, payments at a casual rate, and similar payments are excluded.
- (d) "Eligible Employee" shall mean permanent and term full-time and permanent and term part-time employees in the bargaining unit who have completed their probationary period and a minimum of five hundred (500) hours of service excluding any casual hours of service.
- (e) Payment of eligible sick time is not considered Pensionable wages.

Each "Eligible Employee" covered by this Collective Agreement shall contribute for each pay period an amount equal to two and three-quarter percent (2.75%) effective January 1, 2011 and three percent (3%) effective January 1, 2012 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 and three-quarter percent (2.75%) effective January 1, 2011 and three percent (3%) effective January 1, 2012 of "Applicable Wages" to the Plan.

The Employee and the 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 Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount that is required by the Collective Agreement in force between the Parties.

It is understood and agreed by the Employer and the Union that should the current legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

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 the process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each “Eligible Employee” by the foregoing paragraph include:

(i) To be provided only once at Plan commencement:

Date of hire

Date of birth

Date of first contribution

Seniority List to include hours from date of hire to Employer’s fund entry date  
(for the purposes of calculating past service credit)

Gender.

(ii) To be provided with each remittance:

Name

Social Insurance Number

Monthly remittance

Pensionable earnings

Year to date contributions.

Employer portion of arrears owing due to error, or late enrolment by the Employer.

(iii) To be provided initially and as status changes:

Full address

Termination date where applicable

Marital status

In the event that the Union determines the retirement vehicle to be a pension plan, the Employer agrees to enter into a Participation Agreement with the Trustees of the Multi-Sector Pension Plan. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time.

## **ARTICLE 22 - JOB SECURITY**

22.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee except by mutual agreement.

### **ARTICLE 23 - MISCELLANEOUS PROVISIONS**

- 23.01 In order that the general public shall be aware that Queen's Day Care Centre is a unionized service, a small C.U.P.E. Union label shall be displayed on the bulletin boards in the Centre.
- 23.02 The Employer will provide an employee lounge at each location and lockers for permanent employees on main campus.
- 23.03 The Employer 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 notice of meetings.
- 23.04 On termination of employment for any reason, other than dismissal for just cause, the Employer shall provide a letter of reference upon request.
- 23.05 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide, at his own cost, one copy of the Agreement to each Queen's Day Care employee within thirty (30) days of signing. Each new employee hired after the original distribution of the contract will be provided with one (1) copy. The Union will be provided with ten (10) additional copies at the time of the first distribution.
- 23.06 The Employer agrees that no employee's child shall be denied eligibility to be in the Day Care because they are an employee. Acceptance is granted subject to availability and in accordance with the Centre's priority rating system. Every effort will be made to provide care to the child at the campus where the employee does not work.
- 23.07 The Employer agrees that each employee is entitled to two (2) Professional Development Days within a calendar year (January 1 to December 31). It is understood that a Professional Development Day shall be a day when an employee is absent from their normal duties with pay and attends functions and activities which are related to their work. Additional PD days may be granted by the Director upon request by the employee.
- In addition, two (2) Professional Development Days may be used by the employee to do CPR Training outside regular work hours which will be granted as straight lieu time. This is to be scheduled at a mutually agreed upon time.
- 23.08 The Employer agrees to pay wages and benefits for a total of eight (8) employee days per fiscal year to attend any work related conference and will consider additional expenses upon application to the Employer. The Employer will determine in advance of the Conference what amount it will pay toward expenses of attendance and will select the employees to attend after consultation with the Union.

- 23.09 The Employer agrees with the practice of allowing the employees of the Day Care Centre to elect two employees of the Centre to be Advisors to the Board of Directors. These Advisors shall not be present at any meeting during discussions concerning personnel matters or financial matters relating to personnel. The Employer agrees to provide written record of minutes (except exclusions) to employees. The Employer will also share Labour Management Committee Meeting minutes with the Board of Directors to keep the Board apprised on the ongoings of the Centre.
- 23.10 While employee evaluation is an ongoing process, formal evaluations for employees shall be done once a year and discussed with the employee within six (6) weeks of their anniversary date.
- 23.11 Each permanent or term employee in the classifications of Head Teacher and Teacher will be provided with a total of one (1) hour per month for the purpose of program preparation on the understanding that during such periods the Director may replace the teacher on the floor. The cook will be provided with one-half (1/2) hour per month to deal with the menus and food order.
- 23.12 Each teacher that has accepted an E.C.E. student will be provided a one-half (1/2) hour period per month for the purpose of student time, on the understanding that during such periods the Director may replace the teacher on the floor.
- 23.13 As long as the Employer has the ability to allocate spaces for parking, employees may apply for a parking space from among those spaces allocated to bargaining unit employees. If more employees apply for spaces than there are spaces available, then the deciding factor shall be seniority.
- 23.14 The Employer will pay for the course cost for Employer approved First Aid and CPR training for all permanent employees with continuous service of two (2) years or more.
- 23.15 The Employer further agrees that during the term of this agreement that the employer will make every reasonable effort to apply for any government grant or enhancement targeted to wages, to apply for any and to continue current grants or enhancements for employees in accordance with the terms of such programs.

**ARTICLE 24 - TERM OF AGREEMENT**

24.01 The term of this Agreement shall be for the period from January 1, 2025 to December 31, 2027.

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

24.03 Either Party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party that it proposes such changes. Within fifteen (15) days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new Agreement.

DATED at Kingston, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

Lisa Pasolli  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

Alyssa Dawson  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

Kaitlynn Halferty  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

Kristen Houde  
Kristen Houde (Feb 24, 2025 10:19 EST)

Camilla Barber

Mike rodrigues  
Mike rodrigues (Feb 24, 2025 10:10 EST)

**SCHEDULE "A" – WAGES**

**January 1, 2025**

<b>2025</b>				
<b>Position</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>
<b>RECE Teacher</b>	\$24.86	\$25.11	\$25.24	\$27.97
<b>Head Teacher</b>	\$32.15			
<b>RECE Term</b>	\$25.76			
<b>NON-RECE Term</b>	\$22.31			
<b>RECE Casual</b>	\$24.86			
<b>NON-RECE Casual</b>	\$19.30			
<b>Cook</b>	\$22.11	\$23.13	\$24.12	
<b>Cleaner</b>	\$20.21			

**January 1, 2026**

<b>2026</b>				
<b>Position</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>
<b>RECE Teacher</b>	\$25.61	\$25.86	\$26.00	\$28.81
<b>Head Teacher</b>	\$33.11			
<b>RECE Term</b>	\$26.53			
<b>NON-RECE Term</b>	\$22.98			
<b>RECE Casual</b>	\$25.61			
<b>NON-RECE Casual</b>	\$19.88			
<b>Cook</b>	\$22.77	\$23.82	\$24.84	
<b>Cleaner</b>	\$20.82			

**January 1, 2027**

<b>2027</b>				
<b>Position</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>
RECE Teacher	\$26.37	\$26.64	\$26.78	\$29.67
Head Teacher	\$34.11			
RECE Term	\$27.33			
NON-RECE Term	\$23.67			
RECE Casual	\$26.37			
NON-RECE Casual	\$20.48			
Cook	\$23.46	\$24.54	\$25.59	
Cleaner	\$21.44			

**NOTE:**

Rates listed are hourly.

Head Teacher rate shall be 15% above maximum RECE Teacher Rate.

### **SCHEDULE "B" - CASUAL EMPLOYEES**

- B-1 Should a vacancy occur among regular employees, the Employer agrees that the casual employees shall be eligible to apply to fill such vacancy.
- B-2 Casual employees shall be covered by all of the clauses of the Collective Agreement with the exception of the following: Article 10 - Seniority; Article 11 - Promotions and Staff Changes, except 11.01, 11.02 and 11.03; Article 12 - Layoff and Recall; Article 15 - Paid Holidays; Article 16 - Vacations; Article 17 - Sick Leave; Article 18 - Leave of Absence; Article 21 - Employee Benefits; Article 23.07 - Professional Development Days; Article 23.08 - Conferences; Article 23.10 – Advisors to the Board of Directors; and Article 23.14 – Parking Spaces.
- B-3 Casual employees who are hired as regular employees shall have their service pro-rated for the purpose of seniority. The method of pro-rating shall be twenty (20) days worked equals one (1) month, and the seniority date shall be back-dated accordingly for the seniority list.
- B-4 Casual employees working in excess of twenty (20) consecutive working days shall be entitled to receive sick leave, vacations, and Professional Development Days on a pro-rated basis when replacing a permanent staff on leave.
- B-5 Casual employees shall be given seniority in the casual teacher category for the purpose of job postings. When selecting an employee to fill a bargaining unit position, all available information will be used in order to determine which employee is qualified to fill the vacancy. Seniority will apply only in the case of a tie during a competition.
- B-6 All casuals and part-time employees shall be interviewed prior to hiring and an evaluation shall be done after having worked sixty (60) days but not more than eighty (80) days.
- B-7 Casual seniority lists will be updated on an annual basis and distributed to work places. For purposes of a job posting, employees may request and be supplied with their seniority date.
- B-8 All casual employees shall be offered work on a rotational basis taking into account standards as set out in the Child Care & Early Years Act and consistency for the children. Whenever possible, complete blocks of time will be offered to one individual, and not divided into smaller time periods.
- B-9 Any casual employee who has been offered, but not accepted, work within a three (3) months period shall be removed from the Supply List, unless they have been granted a leave approved by the Director.

### **SCHEDULE "C" - TERM EMPLOYEES**

The Parties agree that term employees are covered by the terms and conditions of the Collective Agreement, except where they conflict with the Articles and conditions set out below:

- C-1 The hiring of a term employee shall not be used to avoid the posting of a vacancy in a permanent position, or to avoid the recall of a laid off employee as specified in this Agreement.
- C-2 A term employee shall normally complete the full period of a term appointment but shall be eligible to be considered for any posted vacancy which will result in a permanent appointment. A term employee would normally have completed three (3) months before applying for another term position, however, a lesser period would be considered by the Employer if the operational need of the Employer would so allow. If the term employee receives a permanent/other term appointment and is unsuccessful during the probationary period, they shall revert to casual status with the Employer and retain their accrued seniority.
- C-3 If the term employee is displaced by the reversion of another employee and cannot return to the former term position because it does not exist, the employee may be placed in another equivalent term position for which they are qualified. If no such position exists, or the employee is not placed in another term position, they shall revert to casual status and retain their accrued seniority.
- C-4 A term employee shall not accumulate seniority for the purpose of lay-off and recall but shall accumulate seniority for the purpose of job postings and permanent appointments. A term employee who is successful in receiving a permanent appointment shall have their seniority dated from the date of the appointment to the term position plus the time calculated under B-4 for any time accumulated as a casual employee.
- C-5 Term employees are covered by Articles 18.02, 18.04 and 18.07 after completing four (4) months of the term.
- C-6 Term employees are covered under Article 23.07 and 23.08 on a pro-rated basis after six (6) months of the term.
- C-7 Term employees shall be paid in accordance with Schedule "A" of this Agreement - Start Rate.
- C-8 The Union shall receive a copy of the appointment letter of each term employee.

## **SCHEDULE “D” – JOB SHARING AGREEMENT**

Job Sharing for the purpose of this Agreement shall be defined as the act of sharing a regular full-time position between two (2) employees, with each employee eligible for the Benefit Plan working a minimum of fifteen (15) hours per week or any future minimum required by the benefit carrier.

1. Each employee shall share the position of one (1) full-time ECE position, according to a pre-arranged schedule. The Employer reserves the right to review and change this schedule in accordance with its operational requirements and the notice periods for changing schedules set out in the Collective Agreement.
2. Each employee shall receive a pro-rated portion of the full-time vacation credits as per the Collective Agreement based on the number of regularly scheduled hours and the accumulated service of each employee.
3. Each employee shall receive pro-rated benefits as per the Collective Agreement based on the number of regularly scheduled hours.
4. In the absence of either job-sharer, additional hours shall be offered to the other job-sharer first, if they are unwilling to work the additional hours, the hours shall be offered to a casual employee. Notwithstanding paragraph 5 below, if the job sharer works the additional hours, they shall be paid the casual rate for those hours, but the prorating of vacation and benefits will not be affected by working the additional hours.
5. Accumulation of service for movement on the wage grid will be prorated based on the number of hours each employee is regularly scheduled to work in a job sharing agreement.
6. Each employee shall be given paid Holiday Pay on the basis of wages earned in the four (4) weeks immediately prior to the holiday divided by twenty (20).
7. Should one job-sharer resign or successfully apply for another position within the Centre, the job-shared position will immediately revert to regular full-time status. The remaining job-sharer may make a written request to the Employer to recommence a job-sharing arrangement. Where the Employer approves such request, the Employer shall commence recruitment of another suitable job-sharer following the process outlined in the Collective Agreement. If no suitable candidate is found within two (2) calendar months following the completion of the job posting procedure, the position will remain regular full-time.
8. Any new employee hired as a job-sharer will have a six (6) month probationary period.

9. Seniority and service for each job-sharer shall accumulate on the basis of one thousand eight hundred and twenty (1,820) hours equals one (1) year.
10. Either the Employer or the employees involved in this job-sharing Agreement, may terminate this Agreement, provided at least thirty (30) days written notice is given. On receipt of such notice, a Labour Management Meeting will be scheduled within five (5) working days to discuss the reason for the termination. If the job-sharing Agreement is terminated, the job reverts in its entirety to the person originally holding the position. The remaining permanent employee may resign, exercise their bumping rights, or request a leave of absence without pay to cover the time period until they obtain another position at the Centre. Such a leave of absence may not, in any event, exceed twelve (12) months. If the remaining employee is a Term Employee, their term is considered completed within the thirty (30) days' notice.

**LETTER OF AGREEMENT - PROPOSED MERGERS AND AMALGAMATION**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2665**

The Employer and the Union will discuss the transfer of staff to another Employer whenever a proposal has been made to merge, consolidate, or integrate services.

This discussion will include, but not be restricted to, seniority and service.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

*Lisa Pasolli*  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

*Alyssa Dawson*  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

*Kaitlynn Halferty*  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

*Kristen Houde*  
Kristen Houde (Feb 24, 2025 10:19 EST)

*Camilla Barber*

*Mike rodriques*  
Mike rodriques (Feb 24, 2025 10:10 EST)

**LETTER OF UNDERSTANDING - BASE FUNDING**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2665**

It is agreed that should base funding change, either by increasing or decreasing, during the lifetime of this Agreement, the Employer will meet with the Union to discuss the ramifications and any possible action that might be taken.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

*Lisa Pasolli*  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

*Alyssa Dawson*  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

*Kaitlynn Halferty*  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

*Kristen Houde*  
Kristen Houde (Feb 24, 2025 10:19 EST)

*Camilla Barber*

*Mike rodriguez*  
Mike rodriguez (Feb 24, 2025 10:10 EST)

**LETTER OF UNDERSTANDING-NEW PROGRAMS OUTSIDE REGULAR HOURS**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2665**

In the event that the Employer sets up programs that operate outside the hours of operation set out in Article 13, the employees working in the program fall under "Schedule B – Casual Employees.

In addition to the exclusions in Schedule B, the employees in these programs shall also be excluded from the provisions of the following articles of the Collective Agreement: 13; 14.02; 22; 23.12; 23.13; 23.15.

The Employer agrees to discuss such new programs with the Union prior to starting them.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

*Lisa Pasolli*  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

*Alyssa Dawson*  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

*Kaitlynn Halferty*  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

*Kristen Houde*  
Kristen Houde (Feb 24, 2025 10:19 EST)

*Camilla Barber*

*Mike rodrigues*  
Mike rodrigues (Feb 24, 2025 10:10 EST)

**LETTER OF UNDERSTANDING - SPLIT SHIFT SCHEDULING**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2665**

The Parties agree to waive the provisions of Article 13.02 for the Term Employees only as follows:

1. The Employer shall post the position clearly stating the hours of work.
2. The hours of work shall not exceed eight (8) hours per day.
3. The Parties agree to waive the provisions of Article 13.02 and Article 14.01 for the Term Employees only as follows:
4. Overtime shall be defined for Term Employees as any hours worked beyond forty (40) hours per week or eight (8) hours per day.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

Lisa Pasolli  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

Alyssa Dawson  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

Kaitlynn Halferty  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

Kristen Houde  
Kristen Houde (Feb 24, 2025 10:19 EST)

Camilla Barber

Mike rodrigues  
Mike rodrigues (Feb 24, 2025 10:10 EST)

**LETTER OF UNDERSTANDING - SUMMER VACATION**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2665**

It is understood that during the months of July and August, the employer will endeavour to allow a minimum of one (1) employee to use vacation leave during the same period.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

*Lisa Pasolli*  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

*Alyssa Dawson*  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

*Kaitlynn Halferty*  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

*Kristen Houde*  
Kristen Houde (Feb 24, 2025 10:19 EST)

*Camilla Barber*

*Mike rodriques*  
Mike rodriques (Feb 24, 2025 10:10 EST)

**LETTER OF UNDERSTANDING – FOOTWEAR ALLOWANCE**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2665**

The parties will agree to a footwear allowance for specific positions that footwear requirements are mandatory for Kitchen staff and for the Cleaners. Up to One hundred and twenty-five dollars (\$125.00) will be reimbursed with the production of a receipt.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

*Lisa Pasolli*  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

*Alyssa Dawson*  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

*Kaitlynn Halferty*  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

*Kristen Houde*  
Kristen Houde (Feb 24, 2025 10:19 EST)

*Camilla Barber*

*Mike rodriques*  
Mike rodriques (Feb 24, 2025 10:10 EST)

**LETTER OF UNDERSTANDING RE: FUNDING FORMULA AND WAGE REOPENER**

**BETWEEN**

**QUEEN'S DAY CARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2665**


The parties agree that should the funding formula change and there is additional funds available, the employer will notify the union and within 60 days, the parties will convene and reopen the wages portion of the collective agreement.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

*Lisa Pasolli*  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

*Kaitlynn Halferty*  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

*KH*  
Kristen Houde (Feb 24, 2025 10:19 EST)

*Camilla Barber*

*Mike rodrigues*  
Mike rodrigues (Feb 24, 2025 10:10 EST)

**LETTER OF UNDERSTANDING R: LABOUR DAY CLOSURE**

The parties agree that the daycare will be closed on the Tuesday immediately following labour day, or the Friday prior to, which ever day coincides with the assigned professional activity day from the school board. This day will be used to finalize tasks and prepare the facilities for the upcoming enrollment.

DATED at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED ON BEHALF OF  
QUEEN'S DAY CARE CENTRE INC.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2665

Lisa Pasolli  
Lisa Pasolli (Feb 24, 2025 12:44 EST)

Alyssa Dawson  
Alyssa Dawson (Feb 26, 2025 10:35 EST)

Kaitlynn Halferty  
Kaitlynn Halferty (Feb 26, 2025 12:55 EST)

Kristen Houde  
Kristen Houde (Feb 24, 2025 10:19 EST)

Camilla Barber  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mike rodriques  
Mike rodriques (Feb 24, 2025 10:10 EST)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_