

COLLECTIVE AGREEMENT

BETWEEN

ABIGAIL'S LEARNING CENTRE INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4955**

May 1, 2025 to April 30, 2029

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ARTICLE 1 – PURPOSE

1.01 It is the purpose of this Agreement:

to establish and maintain mutually satisfactory relations between the Employer and the Union;

to set forth the terms and conditions of employment for employees in the Union;

to provide prompt and equitable disposition of grievances;

to encourage efficiency in operations in a manner that maintains a level of high quality service; in accordance with the Child Care and Early Years Act;

to promote a co-operative and harmonious relationship between the Employer and its employees.

ARTICLE 2 – DEFINITIONS

2.01 “Employer” means the Abigail’s Learning Centre Inc.

2.02 “Union” means the Local 4955, Canadian Union of Public employees.

2.03 “Union Representative” means an employee or other person designated by the Union and/or recognized under the provisions of the Collective Agreement.

2.04 “Employee” or “employees” in this Agreement, unless clearly specified as otherwise, shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Article 3.01.

2.05 A temporary employee is an employee hired to replace an employee on approved leave of absence, or off work due to accident or illness or to work for a specific period to perform a specific task. A temporary employee shall not be hired for more than twelve (12) months.

The release or discharge of a temporary employee shall not be subject to a grievance or arbitration. Temporary employees do not acquire seniority.

2.06 “Working Days” as it applies to timelines in the Collective Agreement, shall be Monday to Friday inclusive, excluding Holidays and days when the Center is shut down, unless otherwise specified.

2.07 “Spouse” includes a common-law partner of the same or opposite sex.

2.08 “Parties” shall be as defined in 2.01 and 2.02 above.

- 2.09 “Probationary Employee” means an employee who has not completed the probationary period.
- 2.10 “Parent” includes a person with whom a child is placed for adoption and/or a person who is in a relationship of some permanence with the parent of a child (including a same sex spouse) and who intends to treat the child as their own.
- 2.11 “E. C. E.” means Early Childhood Educator.
- 2.12 “Vacancy” means available hours of work, caused by such events as expansion of program, promotion, retirement, resignation, death, transfer, restructuring or discharge and does not include a vacancy caused by approved or authorized absence from work of an employee.
- 2.13 A “temporary vacancy” is a vacancy caused by an approved or authorized absence.
- 2.14 A “full-time” employee is an employee who is regularly scheduled to work twenty-eight (28) hours or more per week. If an employee is on modified hours for a short period of time, their “fulltime” employment status isn’t change.
- 2.15 A “part-time” employee is an employee who is regularly scheduled to work fewer than twenty-eight (28) hours per week.
- 2.16 “Casual Occasional Employee” shall mean an employee who is hired to work on a casual as required basis.

ARTICLE 3 – RECOGNITION CLAUSE

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer at Abigail’s Learning Centre Inc. save and except temporary or occasional employees, the Executive Director, Child Care Manager, Adult Program Coordinator, and Office Administrator.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the operation and direction of the employees are fixed with the Employer and, without limiting the generality of the foregoing, the Union acknowledges that, subject only to the specific expressed provisions of the Agreement, it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its employees;

- (c) select, hire, transfer, lay-off, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- (d) and require for justifiable reason medical examinations in accordance with the Workplace Safety and Insurance Act, the Child Care and Early Years Act, or as otherwise authorized by statute;
- (e) have the sole and exclusive jurisdictions over all operations, building and equipment.

4.02 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 5 – UNION SECURITY

5.01 The Employer agrees to deduct from the pay of each employee, to whom any pay is due in that pay period, an amount equal to their regular Union dues, initiation fees, and/or assessments, if any, which shall be levied on a uniform basis on all employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time. The Employer agrees that the Union shall be on direct remittance.

5.02 All dues or assessments so deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month following the month in which such deductions are made together with a list of the names of all employees from whose pay dues or assessments were so deducted. The list will also include the employee's job title(s), earnings, hours worked and dues deducted, if any, for the employee's position(s) within the bargaining unit.

5.03 Direct Remittance

The Employer shall deduct from the regular wages for each employee union dues in an amount determined by the Union. Such dues shall be forwarded in one monthly cheque to the Canadian Union of Public Employees National Office, along with the completed *Direct Remittance Form* supplied to the Employer by CUPE. The cheque shall be accompanied by a list of the names, addresses, and classifications of employees from whose wages the deductions have been made.

5.04 The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions, authorized by the Union.

- 5.05 All employees hired as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. New employees of the Employer covered by this Agreement shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.
- 5.06 Notwithstanding anything contained in Clause 5.04 hereof, the Employer shall not be required to discharge any employee to whom membership in the Union has been denied or terminated.
- 5.07 The Employer shall show the total amount of Union dues and assessments paid during the previous calendar year on the T4 slip of each employee.
- 5.08 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 5.09 A new employee will have the opportunity to meet with a representative of the Union in the Employ of the Employer for the purpose of informing such employee of the existence of the Union at the Centre. Scheduling of the meeting shall be arranged by the Executive Director or Designate at orientation and shall not exceed a period of 15 minutes with the consideration of operational needs.

ARTICLE 6 – REPRESENTATION

- 6.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union.
- 6.02 The Union shall have the right to appoint or otherwise select up to two (2) Union Stewards from amongst employees in the bargaining unit.
- 6.03 The Union agrees to furnish the Employer with a list of names of employees who have been appointed or otherwise selected as Union Stewards. This list will be revised as changes occur.
- 6.04 The Parties acknowledge that the Union Stewards have regular duties to perform as are provided for under this Agreement. A Union Steward shall, with the prior consent of the Executive Director be permitted to leave their regular duties for reasonable periods of time to perform such functions. Permission will be subject to operational requirements but will not be unreasonably withheld. When returning to regular duties, the Union Steward shall first report back to the Executive Director.
- 6.05 This provision shall not affect, in any way, time granted off under Abigail's Learning Centre Inc. policies, programs, procedures or in respect of statutory requirements.

6.06 Negotiations Committee

The Union agrees to furnish the Employer with a list of names of employees who have been appointed or otherwise selected to the Negotiations Committee. This list will be revised as changes occur.

- 6.07 At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee which includes four (4) bargaining unit members. No deduction from the regular pay of such employees will be made for attendance at such meetings with the Employer's representatives held during the employee's regular working hours. The Employer shall pay for the wages of the employees on the Committee for any days spent during mediation or conciliation.

6.08 Investigating Grievances

"Investigating a grievance" shall mean that the Steward may make sufficient inquiries in order that the grievance may be presented and, if possible, resolved at the informal stage of the grievance procedure (if any) and the first meeting after the written grievance has been filed. It is understood that any full investigation of the grievance for the purposes of arbitration will not occur during a period when the Steward or other Union Representative is being paid by the Employer.

6.09 Labour Management Committee

A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The Committee will not discuss matters that are currently part of negotiations, or which are the subject of formal grievances under the Grievance Procedure.

- 6.10 The Committee shall be comprised of two (2) members of the Union and up to two (2) members of Management. Meetings shall be held twice (2) a year in the months of April and November.
- 6.11 Minutes of each meeting of the Committee shall be prepared by the Employer and two (2) copies provided to the Union one (1) week prior to the next Committee meeting. These minutes will not be deemed agreed to until signed by both Parties.
- 6.12 The Union will forward to the Employer any issues for discussion, not less than one (1) week prior to the date of the Labour Management Meeting, or as soon as practicable. The Employer shall forward an agenda of the meeting to the Union at least forty-eight (48) hours in advance of the meeting.
- 6.13 When meetings are held during an employee's working hours, no loss of pay will result from their attendance at the Labour Management meeting.

6.14 Representation from CUPE National Representatives and/or Consultants

The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public employees and/or consultants, excluding legal counsel, unless mutually agreed, when meeting with the Employer in matters arising with this Collective Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union of Public employees and/or consultants, excluding legal counsel, unless mutually agreed, has been requested.

ARTICLE 7 – RELATIONSHIP

7.01 Union Activity

The Union agrees that there will be no Union activity or meetings on the Employer's premises, except as hereinafter expressly permitted by this Agreement or with the permission of the person designated by the Employer.

7.02 The Employer acknowledges the right of the Union to meet on the premises of the Employer with Union Stewards or with other employees during their unpaid time. Such meetings may occur only during the Employer's hours of operation. The Union will advise the Executive Director prior to such meeting(s). In order to ensure that such meeting(s) do not disrupt the normal conduct of the operation, the Executive Director shall select a convenient location for such meeting(s) to be held.

7.03 Bulletin Board

The Employer will provide bulletin board space for the posting of Union notices. It is agreed, however, that before posting, such notices must first be signed by a responsible officer of the Union, identified as such, in writing, for the Employer, and must be approved by the Employer; such approval shall not unreasonably be withheld.

7.04 Correspondence

All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to a designated Union Representative. In addition, all grievance-related correspondence shall be forwarded to the Recording Secretary of the Union. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union, and the designated Representative, and of any changes from time to time.

7.05 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the Executive Director of the Employer. The Employer shall advise the Union in writing of the name and address of the Executive Director and of any changes from time to time.

7.06 **Employer Policy, Agendas and Minutes**

The Employer shall provide two (2) copies of newly approved Employer policies to the Union.

7.07 **Employee Information**

Between February 1st and 15th, and July 1st and 15th each year, the Employer will forward, in both written and electronic form to the Recording Secretary of the Union, a list showing the names, home addresses and phone number of employees.

ARTICLE 8 – NO CESSATION OF WORK

8.01 The Employer agrees that there shall be no lock-out of employees and the Union agrees that there shall be no strike during the term of this Agreement. Lock-out and strike shall be as defined in the Labour Relations Act.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Should a dispute arise between the Employer and an employee, or the Union, regarding the interpretation, administration, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the manner as described in this Article.

9.02 It is the mutual desire of the Parties that the complaints of employees shall be resolved as quickly as possible. It is understood that an employee has no grievance until the matter has first been discussed informally. The employee is encouraged to discuss it as an oral complaint with their immediate supervisor, either privately, or in the presence of a third party within 10 working days on which the circumstances given rise to the complaint occurred.

9.03 **Facilities for Grievances**

Unless otherwise mutually agreed, the Employer shall supply the necessary facilities for the grievance/mediation meetings.

9.04 **Step 1**

If the reply of the immediate supervisor is not satisfactory to the employee concerned, then the complaint may be taken up as a grievance within ten (10) working days of the response and referred back to the Executive Director. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon, and shall be dated and signed by the employee and/or Union Representative. The Executive Director will hold a meeting with the grievor and up to two (2) Union Representatives, within ten (10) working days of receipt of the grievance. The Executive Director may request the attendance at the meeting of any other person(s). The Executive Director shall give their response to the Union in writing within ten (10) working days following the meeting.

9.05 Notwithstanding 9.04, in the event that the complaint is against the Executive Director, the grievance shall be filed at Step 2 of the Grievance Procedure as provided in this Article.

9.06 **Step 2**

Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to the President of the Board of Directors within ten (10) working days of the written response of the Executive Director. One or more members of the Board of Directors will hold a meeting with up to two (2) Union Representatives within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The Board of Directors shall give a response to the Union in writing within ten (10) working days following the meeting.

9.07 **Group Grievance**

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, the Union may present a group grievance in writing, within fifteen (15) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the employees, signed by each employee and/or Union Representative, to the Executive Director. The grievance shall include the circumstances giving rise to the grievance; the remedy sought, and should include the provisions of the Agreement generally to be relied upon. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.

9.08 **Policy Grievance**

Notwithstanding 9.03 and 9.07, should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement, the Union shall have the right to file a policy grievance within fifteen (15) working days after a Union steward or any officer of the Union becomes aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance and the remedy sought, and should include the provisions of the Agreement generally to be relied upon.

9.09 **Employer Grievance**

Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance; identify the provisions of the Collective Agreement alleged to have been violated, and the remedy sought. Two (2) representatives of the Union shall meet with the Executive Director, as required within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred by either Party to arbitration as provided in this Article.

9.10 No employee shall be disciplined or discharged except for just cause.

9.11 An employee shall be accompanied by a Union representative at any formal interview when a warning, suspension or discharge is being imposed.

9.12 **Discipline & Discharge**

A claim by an employee that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within fifteen (15) working days after the date of discharge or after written notice of termination has been provided to the employee and the Union, whichever is later.

9.13 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including arbitration.

9.14 The Parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement to extend them, to be confirmed in writing.

ARTICLE 10 - ARBITRATION

- 10.01 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a single arbitrator at any time within twenty (20) working days of the written response of the person designated by the Board of Directors. The Parties recognize that it is desirable that the single arbitrator be selected and the hearing be scheduled as expeditiously as possible:
- 10.02 Such referral shall be made in writing to the Executive Director.
- 10.03 No person may act as an arbitrator who has been involved in an attempt to negotiate or settle the grievance except where both Parties are agreeable to mediation by the arbitrator.
- 10.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the Parties. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.
- 10.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.06 The decision of the single arbitrator shall be final and binding.
- 10.07 The Parties shall share equally the costs of the services of the single arbitrator. Each Party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the Party calling the witness.

ARTICLE 11 – PROTECTION AGAINST HARASSMENT AND DISCRIMINATION

- 11.01 There shall be no discrimination by the Employer, the Union or any of its members against any employee because of membership or non-membership in any lawful Union or by reason of filing of a grievance.
- 11.02 Both the Employer and the Union agree there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap in accordance with the Human Rights Code, RSO 1990, as amended from time to time. The Employer's Harassment and Human Rights Policies shall be posted in the staff room.
- 11.03 **Personal Harassment**

The Employer shall make reasonable efforts to ensure that employees are free from harassment in the workplace as harassment is defined in 11.02.

11.04 **Violations**

Any alleged violation may be dealt with pursuant to the procedures in the Code, and/or the grievance and arbitration provisions of this Agreement. Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.

ARTICLE 12 – SENIORITY PROVISIONS

12.01 Seniority shall be defined as the length of continuous employment with the Employer in the bargaining unit, based on the employee's most recent hire date.

12.02 An employee shall be deemed to have continuous service except where they have lost their seniority under Article 12.04.

12.03 Where two or more employees have the same seniority date their placement on the list will be determined alphabetical order by last name.

12.04 Notwithstanding the provisions of 12.01 and unless otherwise provided in this agreement, seniority previously accumulated shall be lost and the employee ceases to be an employee of the Employer when they:

- are discharged for just cause and not reinstated through the grievance process;
- retire;
- if the employee is absent from their duties for three (3) consecutive business days without prior notification to the Employer or without reasonable excuse;
- fail to return to work after receiving notice of recall.
- Notwithstanding Article 12.04, the Employer shall provide to the Union in written and electronic form a seniority list within two (2) months of the signing of this Collective Agreement.

12.05 An employee may dispute their seniority date within fifteen (15) working days of the list being posted.

ARTICLE 13 – STAFFING

13.01 Posting of Vacancies

When a bargaining unit vacancy for a full-time or part-time position becomes available within the bargaining unit and if the Employer elects to fill such vacancy, the Employer shall post such vacancy for a minimum of five (5) working days.

13.02 The job posting will state the skills and education required for the vacancy as well as the regularly scheduled hours of work, start date, summary of duties, age group, location, including whether the location is wheel chair accessible, wage rate, and the title of the non-union position to which the employee will be reporting.

13.03 The following will be noted on all job postings:

An otherwise qualified applicant who lacks the educational requirements of the position will have appropriate equivalent related experience and/or education considered by the Employer, where the Ministry of Education has determined that such education is the equivalent of the educational requirement sought including registration in professional colleges.

13.04 A copy of each job posting shall be forwarded to the Recording Secretary of the Union at the time the position is posted.

13.05 Should a posting be rescinded, the Union will be sent a copy of the posting indicating it has been rescinded and the reason for rescinding.

13.06 Selection of Applicants

(a) The Employer will only conduct interviews of applicants when there are no qualified applicants seeking a lateral transfer into the posted vacancy.

(b) The employer will endeavour to employ an equal ratio of Early Childhood Educator employees and Non-Early Childhood Educator employees.

13.07 In the event of a temporary vacancy of thirty (30) working days or less, which the Employer elects to fill, the Employer shall first call qualified bargaining unit members on short term lay-off in accordance with Article 14.02 or employees on the recall list who have indicated an interest in supply work in accordance with Article 14.05. Should there be no such employee, then the Employer shall hire a temporary employee. Such arrangement will be temporary and of the shortest duration practicable.

13.08 In the event of a temporary vacancy of greater than thirty (30) working days within the bargaining unit which the Employer elects to fill, the Employer shall post the vacancy for a minimum of five (5) working days. The Employer shall first call qualified bargaining unit members on short term lay-off in accordance with Article 14. If there are no qualified candidates within the bargaining unit, the temporary vacancy may be filled by a qualified applicant from outside the bargaining unit.

13.09 The Employer will inform internal applicants who have not been selected for an interview.

13.10 The name of the successful applicant will be provided to the Union in writing within five (5) working days.

13.11 Within fifteen (15) working days of the date of appointment to a vacant position, the name of the successful applicant will be posted on the bulletin board at the Centre.

13.12 Unsuccessful applicants interviewed for a posted vacancy will be informed by telephone call within twenty-four (24) hours that such vacancy has been filled, once the successful candidate has accepted the assignment. Any unsuccessful applicant from the bargaining unit shall, on request, meet with the Employer for feedback, accompanied by a Union Representative if requested, as to the reason why they were not selected for the position.

13.13 **Probationary Period**

All newly hired employees shall serve a probationary period of ninety (90) continuous days of employment where the employee has reported to work.

13.14 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, unless the employer has violated their rights under the Ontario Human Rights Code.

13.15 Evaluation of probationary employees shall be undertaken in a fair and equitable manner.

13.16 After successful completion of the probationary period, an employee's seniority shall date back to their most recent date of hire.

13.17 **Supply Staff**

The Employer shall maintain a central Supply Staff List by classification.

13.18 Job Security

Volunteers and students shall be used only to enrich programs and shall not be used in lieu of employing a bargaining unit employee.

13.19 Temporary Transfers outside the Bargaining Unit

It is understood that an employee shall not be transferred to a position outside the bargaining unit without their consent except in the case of a temporary assignment not exceeding six (6) months. Such employees on temporary assignment shall remain members of the bargaining unit.

13.20 An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority after the first six (6) months outside of the bargaining unit.

13.21 In the event that an employee returns to a position in the bargaining unit, they shall be credited with the seniority held at the time the accumulation stopped and shall resume accumulation from the date of return to the bargaining unit.

13.22 The employer will cover the cost of any police reference check related to employment for all staff. It is understood the employee will receive the repayment upon successful completion of their probationary period.

ARTICLE 14 – LAY-OFF AND RECALL

14.01 Definition of Lay-off

A lay-off shall be defined as a lack of work, reduction in the work force or an involuntary reduction in hours.

14.02 The Employer shall provide the employee with as much notice as possible of a lay-off. The Union will be notified in writing at the same time as the employee. Notice of lay-off shall include the reason for the lay-off and the expected date of recall, if known.

14.03 Lay-off

In the event of a lay-off, employees shall be laid off, by classification, in the following order:

- (1) Probationary employees,
- (2) Employees in accordance with their reverse seniority,

provided that all remaining jobs shall be filled by qualified employees in accordance with the Child Care and Early Years Act.

14.04 Should it become necessary for the Employer to reduce staff, the Employer shall first solicit voluntary lay-offs, in accordance with seniority. Where an employee volunteers to accept a lay-off, it is the responsibility of the employee to learn of the implications under the E.I. regulations prior to the lay-off. Where an employee volunteers to accept a lay-off, the Employer will communicate to E.I. that this is a lay-off under the Work Force Reduction Process. Should there be no volunteers, lay-offs will occur as described in Article 14.03.

14.05 **Recall**

Should there be no junior employee with a permanent position, the employee will be placed on a Recall List and will be given the option of being placed on the Supply List, and will be given first priority by seniority for any permanent vacancies or supply work for which they are qualified, as it comes available.

14.06 An employee on lay-off, who is recalled to an equivalent position, shall be required to report for work within one (1) week of the receipt of a registered Letter of Recall addressed to the employee's last listed address on file with the Employer. The Employer shall notify the employee of the Recall opportunity by telephone on or before the date of the posting of the registered letter.

14.07 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure in accordance with Article 9.

ARTICLE 15 – HOURS OF WORK

15.01 The regular hours of operation/programming for Abigail's Learning Centre Inc. shall be from 7:00 a.m. to 5:00 p.m. Monday through Friday.

It is understood children are normally not in care from 6:30 a.m. to 7:00 a.m. This time period is essential for the opening of the building, shoveling in the winter and preparations necessary to welcome children into care and safe water testing.

Abigail's Learning Centre Inc. shall be closed at 12:00 p.m. on Christmas Eve.

15.02 The regular daily hours for all full-time employees will be seven and one-half (7 ½) hours per day with a one half (1/2) hour unpaid lunch.

15.03 The Employer will schedule the one half (1/2) hour unpaid lunch period in accordance with the Ontario Employment Standards and with consideration of reduced staffing ratios permitted during child rest periods, as detailed in the Child Care and Early Years Act.

- 15.04 The work schedule for Full-time Employees will be provide two (2) weeks in advance of the implementation of that schedule, where possible. If changes are necessary, the employees will be given notice as far in advance as possible.
- 15.05 The work schedule for Full-Time Employees will be provided two (2) weeks in advance of the implementation of that schedule. If changes are necessary, the employees will be given notice as far in advance as possible, unless all affected employees are agreeable to the proposed changes.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 The following holidays shall be granted with pay provided the employee has worked their last scheduled shift prior to the holiday and their first scheduled shift following the holiday, unless the employee can show reasonable cause for not working the shift:

- | | |
|---------------|------------------|
| New Years Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

- 16.02 Should a holiday as defined above fall or be observed during an employee’s vacation an additional vacation day will be granted.
- 16.03 It is understood that vacation requests that include the week before Christmas, Christmas Day, Boxing Day and March Break will be considered for approval on a rotating basis, by seniority.
- 16.04 An employee will be paid up to five (5) days between Christmas and New Years.

ARTICLE 17 – VACATIONS

- 17.01 The Vacation year shall be defined as January through to December of each year.
- 17.02 Employees shall earn vacation as follows:
 - a) Less than one (1) year of continuous service .75 days per month(4% of wages)
 - b) One (1) year of continuous service 10 days (4% of wages)
 - c) Three (3) years of continuous service 15 days (6% of wages)
 - d) Ten (10) years of continuous service 20 days (8% of wages)
 - e) Fifteen (15) years of continuous service 25 days (10% of wages)

- 17.03 Vacation entitlements accumulate in one (1) vacation year for use in the following vacation year.
- 17.04 An employee may carry a maximum of five (5) vacation days from the previous year. Days carried over must be used in that vacation year.
- 17.05 An employee terminating their employment for any reason will receive payment in lieu for all unused vacation entitlements. Any overuse of vacation at the time of termination shall be deducted from the employee's final pay cheque.
- 17.06 An employee may split up to one (1) week of vacation to take as individual days. The minimum vacation request will be one (1) day.

ARTICLE 18 – SICK LEAVE

- 18.01 An employee shall be entitled to eighteen (18) paid sick/personal days per year. The available sick/personal days may be used to attend to matters of a personal nature such as medical or other such appointments, to attend to sick children, parents or other family members.

Should an employee terminate prior to calendar year end, the final paycheck will be adjusted based on the year's pro-rated days.

- 18.02 An employee may be required to produce a certificate from a medical practitioner for any absence of three (3) or more consecutive working days, certifying that they are unable to carry out their duties due to medical reasons.
- 18.03 When an employee is required to provide a medical certificate in accordance with Article 18.02, the employee shall be required to bear the expense of obtaining such certificate.

ARTICLE 19– LEAVES OF ABSENCE

19.01 General Leave of Absence

The Employer may grant a leave of absence without pay and without loss of seniority to any employees requesting such leave for good and sufficient cause. Such request is to be in writing and approved by the Employer. Approval will depend on the individual case and the impact on the operations of the Employer. Such approval shall not be unreasonably denied.

- a) General leaves of absences are not intended to extend vacation requests; they are intended to support the employee in situations not covered by those listed in this Article.

- b) The Executive Director may grant a leave of absence without pay and without loss of seniority. Such request is to be in writing and approved by the Employer. Approval will depend on the individual case and the impact on the operation of the Employer. Such approval shall not be unreasonably denied and may be extended by mutual agreement on the parties for justifiable reasons.
- c) All leaves of absence shall normally be requested in writing no less than two (2) weeks in advance of the required leave. The Executive Director shall notify the employee in writing, at least one (1) week in advance of the leave, whether the leave of absence has been granted.

19.02 Leave of Absence for Union Conventions, Conferences and Seminars

Upon written request by the Union, the Employer may grant leaves of absence without pay or loss of seniority for employees to attend conventions, seminars, schools and conferences of the Union. Where practicable, the Union will give not less than fifteen (15) working days written notice. Such approval will not be withheld, however it is understood that leave may be withheld related to operational requirements.

19.03 Pregnancy and Parental Leave

- a) Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.
- b) The employee shall give written notification no less than two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- c) The employee shall reconfirm their intention to return to work on the date originally approved by the Employer (as above) by written notification received by the Employer at least two (2) weeks in advance thereof. The employee shall be reinstated to their former position and location unless the position has been discontinued in which case they shall be given a comparable job.

19.04 Jury Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay 50% of the employee's wages to a maximum of five (5) days, and the employer will retain all other monies received as compensation in this matter.

19.05 **Bereavement Leave**

For a death occurring in the immediate family the employee shall be granted the amount of regularly scheduled working days without loss of pay or seniority as follows:

Wife/Husband	5 days
Common-Law Partner or Same Sex Partner	5 days
Mother/Father/Legal Guardian	5 days
Son/Daughter/Step-children	5 days
Sister/Brother	5 days

For a death occurring in the following family members the employee shall be granted the amount of regularly scheduled working days without loss of pay or seniority as follows:

Current Step-mother/Step-father	3 days
Current Step-sister/Step-brother	3 days
Current Parent-in-Law	3 days
Grandparent/Grandparent In-law	3 days
Grandchild	3 days
Current Sister-in-Law/Brother-in-Law	3 days
Aunt/Uncle	1 day

Exceptions may be granted at the discretion of the Executive Director.

19.06 **Voting Leave**

An employee who exercises the right to take voting leave shall not suffer any loss of pay or other penalty for taking such leave.

19.07 An employee who qualifies to vote in a Federal election shall be granted sufficient time off work to allow the employee to have three (3) consecutive hours to vote while the polls are open. Employees who do not qualify will work their regularly scheduled hours.

19.08 An employee who qualifies to vote in a Provincial or Municipal election shall be granted sufficient time off work to allow the employee to have three (3) consecutive hours to vote while the polls are open. Employees who do not qualify will work their regular scheduled hours.

19.09 **Education Leave**

At the discretion of the Employer, a leave of absence without pay for the purpose of education, skill development or upgrading may be granted.

ARTICLE 20 – GENERAL

20.01 The Employer and the Union desire that every employee be familiar with the provisions of this Agreement and their rights and obligations there under. Accordingly, the Parties agree to split evenly the cost of printing sufficient copies of the Agreement in bound form to be distributed to all employees covered by this Agreement. Such copies will be printed and distributed as soon as possible and not later than sixty (60) days after the Agreement has been signed.

20.02 New employees will be given a copy of the Agreement when they commence their employment.

20.03 The Union shall provide the Employer with an electronic version of the Agreement.

20.04 All words in this Agreement in the singular shall, when the context so requires, include the plural. The Union and the Employer shall ensure that the final draft of the Collective Agreement shall use language that is gender neutral.

20.05 Successor Rights

In the event the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to discuss the retention of seniority rights for all employees who are members of the bargaining unit with the new Employer.

20.06 Schedules and Appendices

Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.

20.07 Job Description

The Employer will provide all employees with a copy of their job description.

20.08 A copy of the job description for each bargaining unit position will be provided to the Union.

20.09 Personnel Files

Employees may, upon written request to the Executive Director, review their personnel file. The employee may be accompanied by a Union Representative. Such review must take place in the presence of the Executive Director at a time that is mutually arranged between the Employer and the employee concerned.

Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in writing, with a copy to the Union, and all such notices be removed from the employees file after a period of eighteen (18) months from the date of issue.

Employees shall be able to obtain copies of the content of their personnel file.

It shall be the responsibility of each employee to notify the Executive Director, in writing, promptly of any change in address and phone number. Such change is to be acknowledged in writing by the supervisor at the time the change is submitted.

Any notice required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the employee at the last address according to the records of the Employer.

20.10 Child Care and Early Years Act

The Employer will place a copy of the current Child Care and Early Years Act in the staff room and it will be accessible to all employees at all times. The Employer will notify all employees of any changes to the Child Care and Early Years Act as soon as practicable.

20.11 All employees must possess a current and valid First Aid Certificate and Infant/Child CPR Lifesaving Certificate in order to remain employed.

20.12 Any staff who place their child(ren) in the care of the employer shall pay the half-day rate of the appropriate age group.

ARTICLE 21 – HEALTH AND SAFETY

21.01 Personal Safety and Security

The Employer recognizes its obligations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended from time to time. The Joint Health and Safety Committee will be established in accordance with the Act. The employees on the Committee shall be selected by the Union in accordance with the Act.

21.02 Newly hired employees shall receive information, instruction, and/or training about health and safety regulations, including Workplace Hazardous Materials and Information Systems (WHMIS) training.

21.03 Standard First Aid and/or CPR Training

The Employer will make available to all employees who have completed their probationary period the opportunity to attend a properly accredited Standard First Aid Course and a Cardio Pulmonary Resuscitation (CPR) Course for certification or recertification. The Employer shall provide and pay for the required courses. The parties agree that the Employer shall provide one (1) lieu day for CPR Training.

21.04 In order to protect an employee's personal safety, no employee shall be required to work at the Employer's premises unless a second employee is also at the Employer's premises. The employee shall immediately notify the Executive Director if no other employee is on site. An employee shall not leave the Employer's premises until child safety has been assured in accordance with the Child Care and Early Years Act. An employee who must leave work as per this Article will be paid for their normally scheduled hours and any additional time worked.

21.05 Accommodation

The Employer and the Union both recognize their obligation under the Human Rights Code to attempt to accommodate, short of undue hardship, an employee within the bargaining unit who is incapable due to disability to perform the essential duties or meet the essential requirements of their job. It is also recognized that the employee has an obligation to provide satisfactory medical evidence to the Employer concerning their incapability or restrictions. A request by the Employer that an employee be examined by the Employer's doctor shall not be made unreasonably. Accommodation may include assigning the employee to an available vacant position in the bargaining unit, without posting, provided that the employee has the qualifications, skills and ability to perform the regular duties of the position. It is understood that such transfer shall not alter the bargaining unit seniority date of any employee. Further, should such transfer be to a position with a lower wage, the employee will be paid at the applicable lower rate.

ARTICLE 22 – PROFESSIONAL DEVELOPMENT

22.01 The parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of new ideas.

The Employer may share the cost in a 50/50 basis to assist with diploma and certificate credit based professional development as it relates to Early Childhood Education or similar social service programming beneficial to the activities of the Employer to a dollar value of two hundred and fifty dollars (\$250.00) per employee per year.

22.02 Twice (2x) a year staff can do professional development training during work hours on paid time. If the training goes longer than the employees work day, compensation will stop at the end of their scheduled shift.

The parties agree that all professional development will be pre-approved by management

ARTICLE 23 – WAGES

23.01 The parties agree to meet twice yearly to investigate and possibly implement a benefits and pension program for all CUPE members. The cost of this program will be split between the employer at a 50/50 cost.

23.02 Employee's wages shall be paid bi-weekly by direct deposit.

23.03 Because of reasons beyond the control of the Employer (e.g., Low enrolment, hydro outage) the employer reserves the right to send employees home. In this event, the employee(s) to leave will first be on a voluntary basis. If there are more volunteers than staff to send home, then the order will be determined by seniority on a rotating basis. If there not enough volunteers, then the employee(s) to leave will be determined by reverse order of seniority on a rotating basis. Employees affected will be granted the greater of:

- a) three (3) hours pay for the day or
- b) the hours the employee actually worked

23.04 Information on Pay Stubs

An employee shall receive a pay stub, which shall indicate:

- a) the name of the employee and the Employer
- b) the total hours worked during the pay period at regular time
- c) the total hours worked during the pay period at the overtime rate
- d) the hourly rate
- e) the year-to-date calculations (T4 information)
- f) details of all deductions and contributions
- g) the pay period
- h) the Employer and employee's contribution to the cost of benefits where applicable, if enrolled
- i) the employee's bank account information blanked out
- j) RRSP contributions, if applicable
- k) any grant amounts, if applicable (wage enhancement, pay equity).
- l) vacation accrual

23.05 Issuance of Record of Employment

The Employer will issue a Record of Employment within five (5) working days of the last day of work in accordance with the appropriate legislation.

ARTICLE 24 – REGISTRATION

24.01 It is understood the employer will pay the full cost of Annual registration fees for all registered Early Childhood Educator staff.

ARTICLE 25 – DURATION AND TERMINATION

25.01 The term of this agreement shall commence May 1, 2025 and shall expire on April 30, 2029.

25.02 Subject to the provisions of Article 22, the Employer shall pay new prospective wage rates as specified in Appendices A effective in the first full pay period commencing on and after the first working day following the date of ratification.

25.03 This Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.

25.04 Any changes to this Collective Agreement during the life thereof may only be made by mutual agreement confirmed in writing and must be ratified by the parties.

SIGNED ELECTRONICALLY;

ABIGAIL'S LEARNING CENTRE INC.

Stephanie Hutchinson
Stephanie Hutchinson (Apr 11, 2025 15:16 EDT)
Stephanie Hutchinson

Jocelyn Offord
Jocelyn Offord (Apr 11, 2025 15:24 EDT)
Jocelyn Offord

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4955**

Kayla McIntyre
Kayla McIntyre (Apr 11, 2025 19:33 EDT)
Kayla McIntyre

Mary Minaker-Brown
Mary Minaker-Brown (Apr 11, 2025 19:38 EDT)
Mary Minaker Brown

Mike Rodrigues
Mike Rodrigues (Apr 14, 2025 09:03 EDT)
Mike Rodrigues

mh:cope491, April 11, 2025

APPENDIX “A” - WAGES

CLASSIFICATON	Current	May 1, 2025 3.0%	May 1, 2026 2.5%	May 1, 2027 2.5%	May 1, 2028 2.5%
RECE	19.86	20.46	20.97	21.50	22.03
DIRECTOR APPROVAL	18.00	18.54	19.00	19.48	19.96
EDUCATOR	17.20	17.72	18.16	18.61	19.08
COOK	17.20	17.72	18.16	18.66	19.13

In addition to the increase in 2025 a signing BONUS of \$500 will be given to each staff within 60 days of signing the agreement.

All base wages are per hour plus General Operating Grant (GOG)

Increases are applied to hourly wages. Provincial Child Care Wage Enhancement (PCCWE) at \$2.00 per hour will be continued to be added to each pay. Any additional entitlement will be paid out to employees as per agreement with the funder.

LETTER OF UNDERSTANDING - Re: Provincial Wage Enhancement Grant

between

ABIGAIL'S LEARNING CENTRE INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4955

Both Parties agree that the Employer will apply for the Provincial Wage Enhancement Grant each time such funding is available during the term of this agreement. The Employer further agrees to share with the Union how the Province distributes the funds for the purpose of feedback to the Province.

SIGNED ELECTRONICALLY;

ABIGAIL'S LEARNING CENTRE INC.

Stephanie Hutchinson
Stephanie Hutchinson (Apr 11, 2025 15:16 EDT)

Stephanie Hutchinson

Jocelyn Offord
Jocelyn Offord (Apr 11, 2025 15:24 EDT)

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Mary Minaker Brown

Mike rodriques
Mike rodriques (Apr 14, 2025 09:03 EDT)

Mike Rodrigues
