

COLLECTIVE AGREEMENT

BETWEEN:

**Kinderplace Child Care Centre
(Hereinafter called "the Employer")**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2486-01
(Hereinafter called "the Union")**

Term of Agreement: October 1, 2024 to September 30, 2027

kd/cope491

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ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.01 "Employer" shall mean Kinderplace Child Care Centre.

1.02 "Union" shall mean the Canadian Union of Public Employees and its Local 2486 01.

1.03 Gender neutral pronouns (they/them/their) will be used throughout the agreement and shall be considered as if the feminine or masculine /singular or plural had been used where the context of the Agreement so requires.

1.04 Categories of Employees

- i. A "Regular Full-Time Employee" is one, who having successfully completed the probationary period, regularly works the normal hours as set out in Article 14.02 and whose length of appointment is indefinite.
- ii. A "Regular Part-Time Employee" is one, who having successfully completed the probationary period, regularly works a predetermined schedule less than the normal full-time hours as set out in Article 14.02, and whose length of employment is indefinite.

A Regular part-time employee may work the normal full-time hours as set out in Article 14.02 and will retain part-time status if:

- a. they are assigned additional hours of work on a temporary basis in order to replace an employee who is absent or to temporarily fill a position. In these circumstances, the Regular Part-Time Employee will retain their part-time status during such temporary replacement for all purposes under this Agreement.
- iii. A "Supply Employee" is an employee whose employment is irregular and may vary in length from day to day and week to week based on the needs of the Employer.
- iv. A "Contract Employee" is a person employed for definite tasks or terms not to exceed (12) months, except where:
 - Such employment is to replace a regular employee on a leave of absence under the Collective Agreement, or other statutory leave, and in such case, the term or contract will not extend more than three (3) weeks for transitional purposes only beyond the length of the leave; or
 - A Contract employee is hired for a project or initiative under a third party funding allotment for a specified purpose; or
 - With agreement of the Union.

A Contract employee's employment will have a termination date established prior to employment. When an extension of the leave for which the contract position is providing coverage for is requested during the term of the contract, the term may be extended upon consultation with the union.

A Contract employee cannot grieve the termination of their contract.

- v. A "Probationary Employee" is an employee who has not yet completed the probationary period as defined in Article 11.03.
- vi. A "Student" is a student employed pursuant to the Canada summer jobs program, cooperative work student program, or similar program.

1.05 "Board of Directors" shall mean the Board of Directors of Kinderplace Child Care Centre.

1.06 "Executive Director" shall mean the head of the Centre.

ARTICLE 2 - PURPOSE

2.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those Employees represented by the Union and to provide for a prompt and orderly method of settling complaints or grievances between them arising from the application, administration, interpretation or alleged violation of this Agreement.

2.02 It is recognized that the Employees covered by this Agreement undertake to work together with the Employer toward the common objective of providing accessible, affordable and excellent quality child care for children and their families.

ARTICLE 3 - IMPLEMENTATION

3.01 It is understood and agreed that the salaries and allowances agreed upon in any contract made between Kinderplace and the Union concerning any employee shall only be the salaries, benefits and allowances as set out in the appropriate Articles of this agreement.

3.02 **(a)** During the term of this Agreement, neither the Union nor any of its officers or officials nor any Employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout of Employees.

(b) It is agreed that if such action should be taken by the Employees, the Union will instruct the said Employees to return to work and perform their usual duties and to resort

to the grievance procedure established herein for the resolution of any complaint or grievance. If any Employee shall, during the life of the collective agreement, strike or take any action to stop, curtail or interfere with the operation of the Employer, or any service thereof, they will be subject to disciplinary action by the Employer up to and including termination.

(c) Should there be any violation of either Article 3.02 (a) or (b), there shall be no discussion or negotiation of the matter in dispute between the Employer, the Employees, and the Union until normal work has resumed.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the operation and direction of the working forces are fixed exclusively in the Employer and shall remain exclusively with the Employer except as specifically limited by an express provision of this Agreement. Without limited the foregoing, the Union acknowledges that it is the exclusive function of the Employer, subject to the express provisions of this Agreement, to:

- a) Maintain order, discipline, and efficiency;
- b) Hire, classify, transfer, assign, appoint, promote, demote, layoff, recall, suspend and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has completed the probationary period and acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and/or arbitration and dealt with as hereinafter provided;
- c) Make, enforce, and alter from time to time rules and regulations and policies and procedures to be observed by the Employees;
- d) Manage the Employer's operation, and without restricting the generality of the foregoing, to determine the nature and any kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used; the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of Employees to be employed, the modification, discontinuance or addition of occupational classifications, job procedures, processes or operations; any necessary test or examination to be given and methods of training; the qualifications of an Employee to perform any particular job; the extension, limitations, curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which shall remain solely within the Employer except as specifically limited by the express provisions of this agreement.

- 4.02 All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 5 - RECOGNITION AND NEGOTIATION

- 5.01 The Employer recognizes the Canadian Union of Public Employees and its local 2486-01 as the bargaining agent for the following bargaining unit: all employees of Kinderplace Childcare Centre Inc. in the City of Thunder Bay, save and except Supervisors and persons above the rank of Supervisor.

5.02 Bargaining Unit Work

Employees whose jobs are not in the bargaining unit will not regularly perform work that normally falls within the scope of the duties of members in the bargaining unit. However, such restrictions shall not apply in the case of emergency, to maintain the necessary levels of service and program operation on a temporary basis, for the training of bargaining unit employees, or as may be required pursuant to the provisions of the *Child Care and Early Years Act, 2014* as amended or its equivalent.

- 5.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement. The Employer also recognizes the Union's right to represent its members and will allow the union's unit Vice President to meet with new employees for fifteen (15) minutes, for the purpose of acquainting the new employee with the benefits and duties of membership.
- 5.04 No bargaining unit employee shall be laid off or terminated as a result of the employer contracting out any of its work or services.

ARTICLE 6 - HUMAN RIGHTS

- 6.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any Employee on account of membership or non-membership, activity or non-activity in any trade Union or association. The parties further agree that there shall be no discrimination on grounds prohibited by the Ontario *Human Rights Code*, S.O. 1990, c. H-19, as amended from time to time

ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY

- 7.01 The parties agree to abide by the *Occupational Health and Safety Act* and to post copies of the Act at each worksite.

7.02 The parties acknowledge the shared responsibility for health and safety in the workplace, and agree to co-operate collectively in maintaining a safe workplace. The Union has the sole right to appoint a health and safety representative from the employees of the bargaining unit, who is entitled to exercise the powers of a health and safety representative under the *Occupational Health and Safety Act*, as amended from time to time.

ARTICLE 8 - CHECK-OFF AND UNION DUES

8.01 (a) The Employer shall deduct from the wages of all Employees who come within the scope of Article 5.01, the amount of regular Union dues and initiation fees as authorized by the Union. The Union will advise the Employer in writing at least one month in advance of the amount to deduct.

(b) The Union agrees to indemnify and save the Employer harmless with respect to all dues and/or fees or their equivalent thereof so deducted and remitted and with respect to any claim or liability made against the Employer by any Employee or any group of Employees or any other person or party arising out of the deduction of Union dues, initiation fees or their equivalent as herein provided.

8.02 Deductions shall be forwarded in one cheque or by electronic funds transfer to the Local Union Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

8.03 The Employer agrees to show the total amount of Union dues deducted on each Employee's T-4 slip.

8.04 It is understood that refusal by the Union to accept an employee as a member or to continue an employee's membership or refusal of an employee to join or continue membership in the Union will not be cause for dismissal by the Employer

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representative

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with an up-to-date list of the names of its officers annually or when changes to the Union Executive or stewards occurs.

Likewise, the Employer shall supply the Union with an up-to-date list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Negotiating Committee

A Union Negotiating Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

9.03 Function of the Negotiating Committee

All matters pertaining to collective bargaining shall be referred by the Union Negotiating Committee to the employer for discussion and settlement.

9.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

Employees will be paid at straight time for a maximum of 40 hours per employee, for meetings with the employer, per round of bargaining.

ARTICLE 10 - DISCHARGE

10.01 If a discharge grievance goes to arbitration, the Arbitrator may:

- a) Confirm the dismissal of the Employee; or
- b) Reinstate the Employee with full or partial compensation for time lost, or
- c) Dispose of the grievance on terms which the sole Arbitrator considers just and equitable.

ARTICLE 11- SENIORITY

11.01 Seniority Defined: Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

11.02 The Employer and the Union agree that in the case of promotions (other than promotions outside of the bargaining unit) and demotions, the following factors shall be considered:

- a) Current skill, training, and education; and,
- b) Seniority

However, the qualifications in factor (a) shall govern, and only where such qualifications of the Employees involved are relatively equal will factor (b) govern.

11.03 Seniority Lists

The Employer shall maintain seniority lists showing the current classification and the date upon which each employee's service commenced. When two or more employees commence work on the same day, preference shall be by reference to the date of application. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January and July of each year.

11.04 Probationary Period

- (a) The purpose of the probationary period is to assess an Employee's fit and suitability for the position with the Employer. Each newly hired employee shall be on probation until they have completed sixty (60) work days.
- (b) Prior to the expiration of the probationary period, the Employer shall have the discretion to extend the probationary period for a further period of two (2) months or the equivalent of 345 hours upon agreement of the union.
- (c) A Probationary Employee will have no seniority rights during their probationary period and the discharge, dismissal, termination or lay-off of a Probationary Employee is within the sole discretion of Employer and therefore shall not be the subject matter of a grievance and shall not constitute a grievance under the provisions of the collective agreement.
- (d) On successful completion of the probationary period, an employee will be credited with seniority from the date of hire.

11.05 Continuity of Service

Continuity of service shall be considered broken and employment terminated when:

- a) an Employee quits;
- b) an Employee is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) an Employee fails to report to work at the termination of a leave of absence or within one (1) week after being recalled for work, absent agreement of the Employer;

- d) an Employee is laid-off for a period of longer than twenty-four (24) months and is not recalled to work;
- e) an Employee is absent without leave from work for three (3) consecutive scheduled working days without providing a reason satisfactory to the Employer or without the consent of the Employer;
- f) If a supply employee refuses three (3) offered shifts, within their stated availability, in any three-month period, said employee may be removed from the supply list and their employment deemed terminated.

11.06 Transfer and Seniority Outside of Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until their return. The leave shall be a maximum of ninety (90) days that can be extended by consent of the Union and the Employer. If an employee returns to the bargaining unit within the ninety (90) days or the time line agreed to between the parties, they shall be put back to the position they left. If an employee returns to the bargaining unit after ninety (90) days or the agreed to time, they will be deemed to have no seniority in the unit. Such return shall not result in the lay off or bumping of an employee holding greater seniority. The employee will continue to pay Union dues during the leave outside of the bargaining unit.

ARTICLE 12 - JOB POSTINGS

12.01

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new permanent position within the bargaining unit is established by the Employer, such vacancy shall be posted by the Employer for a minimum of one (1) week. The Employer may advertise externally during the above period. A copy of the posting shall also be sent to the Union.
- (b)
 - i. The posting shall describe the nature of the position, qualifications, required knowledge and education, skills, hours of work, shall be based on the job description, and shall include the classification, salary range, and primary worksite, if applicable.
 - ii. The Employer may interview any applicants it deems suitable and qualified. The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' current skill, training and education. If the selection is to be made from two or more applicants whose current skill, training and education are

considered to be relatively equal, the applicant with the greater seniority will be selected.

iii. In the event that the position becomes vacant again within three (3) months of the hire date, the Employer may elect to reconsider the original applicants without re-posting the position and will so advise the Union.

(c) The Employer may temporarily fill a newly created regular position or a regular position which is vacant for any reason including but not limited to temporary assignment, leave of absence under the Collective Agreement or Workplace Safety and Insurance leave, in its discretion and without posting, for a period of up to six (6) months. Extensions of this period may only be made by mutual agreement of the Union and the Employer. The Union will not withhold its agreement to reasonable extensions.

(d) The name of the successful applicant shall be provided to the Union in writing.

(e) A successful internal applicant will be placed in the vacancy for a trial period not exceeding three-hundred and sixty (360) hours over no longer than three (3) months. If the employee proves satisfactory, then they shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory or wishes to return during that time, the employee will be returned to their former position at their former salary or rate of pay as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees displaced as a result of the above shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

12.02 The Employer shall post any Training Courses and Experimental Programs for which employees may be selected in the training opportunities binder.

12.03 All changes to the job descriptions in place as a result of the pay equity process will be subject to notification. Where possible, the Union and the employee(s) will be notified of the projected change(s) thirty (30) days prior to the projected implementation.

12.04 Once it is determined that an employee on LTD is not returning permanently to work, the position will be posted. Where an employee on LTD for two (2) years or less returns to the workplace, they will return to their original position, subject to the Ontario *Human Rights Code*.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 A lay-off shall be defined as a lack of work resulting in a reduction in the workforce but lay-off shall not be construed to mean sending employees home early in a shift as a result of low client attendance, or temporary scheduled or unscheduled closure as a result of an inclement weather incident or school closure.

13.02 In the event of a proposed lay-off of a permanent or long-term nature within the bargaining unit, the Employer shall,

- (i) Provide the Union and the employee(s) affected with as much notice as is practical.

Note: Where a proposed layoff results in the subsequent displacement of any other member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

13.03 (a) In the event of a layoff the Employer shall lay off in reverse order of seniority in the affected classification, provided that there remain on the job employees who then have the ability and qualifications to perform the work.

(b) An employee who has received notice of layoff shall have the following options:

- i. Accept the layoff; or
- ii. Displace any employee in any classification who has less bargaining unit seniority than the employee being laid off, provided they has the qualifications, skill and ability to perform the work. Such employee so displaced shall be entitled to exercise her options under i. and ii. above.
- iii. An employee who wishes to exercise their rights to displace another employee in (b) (ii) above must indicate their willingness to do so within three (3) working days from being notified that they are being laid off.

(c) Employees who are laid off shall be placed on a recall list and shall retain but not accrue seniority. Recall rights expire and seniority considered terminated after twenty- four (24) months of being laid off.

(d) Employees shall be recalled in order of their seniority subject to the ability and qualifications (in accordance with the *Child Care and Early Years Act, 2014* as amended from time to time) of the employee to do the work available.

(e) An employee recalled to work in a different classification or who exercised their displacement rights to a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.

(f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or who do not possess the necessary qualifications, skill, training or education.

- (g) The employee who is to be recalled shall be notified of their recall by courier or registered mail and shall return to work within five (5) working days from the day of delivery of the notice. The Employee is responsible for advising the Employer of all necessary contact information, including address and phone number.
- (h) A laid off employee shall maintain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

ARTICLE 14 - HOURS OF WORK

- 14.01 The following paragraph(s) and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 14.02 The normal hours of a Regular Full-Time Employee shall be forty (40) hours per week. The normal hours of work per shift for a Regular Full-Time Employee shall be eight (8) hours per day (inclusive of one (1) hour of break time).
- 14.03 Work Schedule

The hours of work shall be established by the Employer according to the requirements of the Employer, funding, enrolment, and client need. The Employer shall post a weekly schedule showing scheduled hours for all Employees for the following week.

ARTICLE 15 - TERMINATIONS

- 15.01 Notice of termination of employment by the employer shall be in accordance with the requirements of the *Employment Standards Act, 2000*, as amended from time to time.
- 15.02 Every Employee shall give at least two (2) weeks' notice of termination of their employment.

ARTICLE 16 - WAGES, SALARY AND SALARY GRID

- 16.01 The wage schedule which shall be effective during the term of this Agreement shall be as set out in "Schedule A", attached to and forming part of this Agreement.

ARTICLE 17- EMPLOYEE BENEFITS

17.01 Benefit Package

- (a) All Regular Full-Time Employees, who have completed the applicable waiting period under the terms of the Benefit Package ("Qualified Employee(s)"), shall be enrolled in the Benefit Package (the "Benefit Plan"). The Benefit Plan includes the following coverages provided in accordance with the terms and conditions of the Benefit Plan:
 - i. Dental Care;
 - ii. Extended Health Care;
 - iii. Long Term Disability;
 - iv. Group Life Insurance; and
 - v. Accidental Death and Dismemberment.

- (b) All Regular Part-Time employees who have completed the applicable waiting period under the terms of the Benefit Package ("Qualified Employee(s)"), and who are regularly scheduled to work at least 35 hours a week but less than 40 hours a week and who have actually worked these hours for a continuous period of 13 weeks, may choose to be enrolled in:
 - i. Dental Care;
 - ii. Extended Health Care;

- (c) The Benefit Plan premiums will be shared between the Employer (75%) and Qualified Employee (25%). Deductions will automatically be taken off pay cheques on a bi-weekly basis.

- (d) In addition to the Benefit Plan, Short-term Disability coverage will be provided to all Qualified Employees with the premium being funded 100% by the Employer.

- (e) Disputes as to any claims under the Benefits Plan are between the employee and the benefits carrier and are not subject to the grievance and arbitration procedures.

ARTICLE 18 - STATUTORY HOLIDAYS AND CENTRE CLOSURE

18.01 The Employer recognizes the following paid holidays for Regular Full-Time and Regular Part-Time Employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Regular Full-Time and Regular Part-Time employees shall also receive three (3) paid days over the Christmas shut-down.

- 18.02 Where any of the above days, falls other than on a regular working day, then the Statutory Holiday shall be observed on the next regular working day, subject only to the operating hours of the host school(s). The Union will receive advance notice should the holiday be observed on a day other than the next regular working day.
- 18.03 All employees must be in attendance at work on a regular work day immediately preceding and following a Statutory Holiday as a condition for eligibility for payment for a Statutory Holiday if not worked, unless an employee is ill, on authorized vacation or leave-of-absence.
- 18.04 Unless otherwise provided, eligibility and payment for the holidays designated in 21.01 will be determined in accordance with the *Employment Standards Act, 2000*, as amended from time to time.
- 18.05 System Closure
- a) When there is a city wide snow closure or emergency closure of the Lakehead Public School Board (hereinafter a "System Closure"), Kinderplace Childcare Centre Inc. will also be closed.
 - b) All decisions for closure of the daycare will be made by Executive Director and the Chairperson of the Board of Directors.
 - c) Regular Full-Time Employees will be paid for the full-day of the first day of a System Closure.
 - d) Regular Part-Time and Contract Employees scheduled to work the day of a System Closure will be paid one hundred (100) percent of their scheduled hours.
 - e) Supply Employees will not be paid if they received at least three (3) hours prior notification of a System Closure.
 - f) In the event of a System Closure that lasts longer than one (1) day, Regular Full-Time Employees may elect to take any subsequent days of System Closure without pay, or use an available vacation day, personal day. Regular Part-Time, Contract, and Supply Employees may elect to take further days of System Closure for which they were scheduled without pay, or utilize available personal days, as applicable.
- 18.06 Apart from any applicable holiday pay or System Closure as outlined in Article 18.05, employees will not be paid for time during which the Centre is closed. Employees may elect to utilize vacation time (if available) during this time period and should advise the Employer of this election two (2) weeks in advance.

ARTICLE 19 - VACATIONS

19.01 The vacation year runs from January 1 to December 31.

19.02 Regular Full-Time Employees:

Regular Full-Time Employees shall accumulate vacation entitlement in accordance with the following:

a) From one (1) to three (3) years of completed service, ten (10) paid vacation days.

Note: In the first year of service, ten (10) paid vacation days will be pro-rated in relation to starting date. One week may be taken after the completion of six (6) months of employment, and the second week may be taken after the completion of nine (9) months of employment.

b) From three (3) to ten (10) years of completed service= fifteen (15) paid vacation days.

c) From ten (10) to twenty (20) years of completed service= twenty (20) paid vacation days.

d) After twenty (20) years of completed service, employees are entitled to one (1) additional day per each year of completed service thereafter, up to a maximum of twenty-five (25) days.

19.03 A maximum of five (5) unused vacation days may be carried over to the following vacation year. Any additional vacation days not utilized in a vacation year will be paid out.

19.04 Vacation days taken and not yet earned at the time of termination will be deducted from an Employee's final pay cheque.

19.05 Regular Part-Time, Contract, and Supply Employees

Regular Part-Time, Contract, and Supply Employees will receive vacation pay on every pay cheque in the following amounts:

a) For up to five (5) years of completed service, 4% of wages, excluding vacation pay.

b) For five (5) years of completed service or more, 6% of wages, excluding vacation pay.

19.06 Regular Part-Time, Contract and Supply Employees will be permitted to book vacation days without pay in accordance with the following amounts:

- a) From one (1) to five (5) years of completed service= two (2) weeks;
- b) For five (5) years of completed service or more= three (3) weeks.

19.07 Vacation Requests and Scheduling

All vacation requests will be made in writing to the Executive Director, or designate, by March 31st of each year. The Executive Director, or designate shall respond to the vacation requests no later than May 1st of each year.

In the event of conflicting vacation requests which are made in accordance with the above deadlines, the employees making conflicting requests will attempt to resolve such conflict. Unresolved conflicts will be settled based on seniority.

However, in order to ensure adequate staffing, the final right of allocation of vacation time is the exclusive right of the employer.

If request is not submitted by the March 31 deadline, decisions will be made on a first come, first serve basis.

ARTICLE 20 - SICK LEAVE WITH PAY

20.01 Effective January 1st each year, each Regular Full-Time employee will be credited with five (5) days of paid sick leave.

20.02 A maximum of two (2) unused sick leave days from the previous year will be carried over by a Regular Full-Time Employee as of January 1 each year. Any additional unused days will be forfeited and will not carry over.

20.03 Effective January 1st each year, each Regular Part-Time employee will be credited with two (2) days of paid sick leave.

20.04 A maximum of one (1) unused sick leave day from the previous year will be carried over by a Regular Part-Time Employee as of January 1 each year. Any additional unused days will be forfeited and will not carry over.

20.05 Sick leave days will not be paid out when employment ends.

20.06 Sick leave days may be used for the period of time an employee is absent from work by virtue of being sick or disabled, for attending examination or treatment, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board (WSIB).

- 20.07 The parties agree to concepts of early and safe return to work in modified or accommodated roles when operationally feasible. An employee absent from work due to illness will keep in regular contact with the Employer. The Employer may request information reasonable in the circumstances in support of the absence, regarding prognosis for return, and regarding any work-related restrictions the Employee may have. If there is a cost associated with a medical note requested by the Employer, the Employer will reimburse the Employee for the cost of the medical note.
- 20.08 Where a child, spouse or parent of an employee has care needs related to illness and/or medical appointments, and no one at home other than the employee can provide for these needs, an employee shall be entitled to utilize their available sick days to care for a member of the family who is ill, provided that timely coverage can be arranged for the employee's absence. Such days shall be deducted from the employee's available sick leave days. Employees will provide their supervisor with as much advance notice as possible in relation to the absence, and identify the circumstances of the requirement. Employees may be asked to provide further reasonable information to support the requirement.
- 20.09 Illness during vacation: When an employee's scheduled vacation is interrupted due to a serious illness, requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave and such time shall be re-credited to the employee's vacation time, provided the employee provide the employer written proof of such hospitalization, satisfactory to the employer, upon request. The Employer shall pay for any reasonable costs incurred to obtain such written proof, if so requested by the Employer.

ARTICLE 21- PERSONAL DAYS

- 21.01 All Regular Employees will be entitled to two (2) paid personal days per calendar year. Personal days can be utilized to augment sick leave.
- 21.02 A maximum of one (1) unused personal day from the previous year will be carried over as of January 1st each year. Any additional unused personal days from the previous year will be forfeited and will not carry over. Personal days will not be paid out when employment ends.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Leave of Absence Without Pay

In addition to all statutory leaves of absence, the Employer may, in its sole discretion, grant leave of absence ("LOA") without pay to an Employee for an educational, medical, parental or other compelling reason. Such request shall be made in writing to the Supervisor as far in advance as possible, and in any event, not less than one (1)

month prior to the proposed date of commencement of such LOA, except in cases of emergency.

22.02 Notwithstanding any of the provisions of this agreement, the Employer reserves the right to grant any employee time-off with pay, upon application of the employee to Employer. Any decision regarding such an application is within the sole discretion of the Employer.

22.03 Voting

Employees will be allowed time-off for voting only in accordance with the minimum requirements of the appropriate statutes relating to Municipal, Provincial or Federal elections, as the case may be.

22.04 Bereavement Leave

(a) Immediately following the death of a family member provided for in this Article, Regular Full-Time Employees will be allowed a leave of absence to mourn and attend to arrangements, without loss of pay, seniority, or benefits, as follows:

Death of	Time Off
Spouse	Two (2) weeks
Child/Step-Child	Two (2) weeks
Parents, Sibling, In-Laws	One (1) week
Grandparent, grandchild	Three (3) days
Employee's cousin, Employee's Aunt/Uncle, Spouse's aunt/uncle	One (1) day

(b) Bereavement leave entitlement will be prorated for Regular Part-Time employees.

(c) The employee will be entitled to save any portion of the bereavement leave where a service or internment is scheduled at a later date.

(d) In addition to the time periods in Article 22.04 (a) and (b), the employee will be allowed up to three (3) months unpaid leave of absence after the death of a spouse, common law partner, or child.

22.05 Compassionate Leave

Regular Full-Time Employees will be permitted a maximum of three (3) working days, per year, without loss of pay, seniority and benefits in the event of a serious illness of the following individuals:

- (a) Parent;
- (b) Spouse;

- (c) Child or Step Child;
- (d) Parent of Spouse or common-law partner;
- (e) Grandparent or grandchild;

22.06 For the purposes of Article 22.04 and 22.05 above, the term Spouse shall include recognition of a legally married spouse, or a common-law relationship of more than twelve (12) months duration, or three (3) months duration with a child.

22.07 Jury Duty

Employees who are called to serve as jurors or are subpoenaed as witnesses in legal proceedings:

- (a) Shall be granted leave-of-absence for such purposes, provided that on completion of their jury or witness services, such employee shall present to the Executive Director, a satisfactory certificate showing the period of such service.

22.08 Pregnancy and Parental Leave

Pregnancy, Parental or Adoption Leave without pay shall be granted in accordance with the *Employment Standards Act, 2000*, as amended from time to time. An employee on Pregnancy Leave, Parental Leave or Adoption Leave shall accumulate seniority during such leave of absence.

ARTICLE 23 - LEAVE OF ABSENCE FOR UNION FUNCTIONS

23.01 Upon request to the Employer at least two (2) weeks in advance, an employee elected or appointed to attend Union conventions, Union conferences or Union education sessions shall be allowed leave-of-absence with pay and the Union will reimburse the Employer, in accordance with the following restrictions:

- a) The Employer must be able to arrange for adequate coverage during the requested period;
- b) If the required absence is more than three (3) working days, no more than two (2) employees shall be granted such leave at a given time, and only provided that the employer can arrange for adequate coverage.

ARTICLE 24 - RETIREMENT

24.01 The Employer will comply with any applicable legislation concerning the ability of an employee to work past the age of sixty-five (65).

ARTICLE 25 - BULLETIN BOARDS

25.01 The Employer will make a bulletin board available in an appropriate location at the Employer's premises. The Union may post notices on the bulletin board, but any such notices must first be approved in writing by the Employer prior to posting. Under no circumstances will there be any notices, postings, or material which is derogatory or offensive to the Employer.

ARTICLE 26 - UNIFORMS

26.01 If the Employer deems staff are to wear uniforms of any kind the cost will be covered by the Employer.

An apron will be available in the kitchen for the cook/and or supply cook to utilize.

ARTICLE 27- GRIEVANCE PROCEDURE

27.01 A grievance is defined as any difference between the Employer and an Employee or Employees as to the interpretation, application, administration, or alleged violation of the Agreement. However, the discharge, termination or layoff of a probationary employee is within the sole discretion of the Employer and therefore this shall not be construed to allow a probationary employee to grieve their dismissal.

An effort shall be made to settle grievances fairly and promptly and it is understood that an employee (or group of employees) has no grievance until they have first given her Supervisor the opportunity of adjusting their complaint.

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the Grievance Procedure.

27.02 Names of Stewards

The Union shall notify the employer in writing of the name of each Steward and the department(s) they represent and the name of the Unit VP, before the Employer shall be required to recognize them.

27.03 Grievance Committee

The Grievance Committee shall be composed of the Unit VP of the Union plus the Steward directly involved with the grievance.

27.04 Permission to Leave Work

The Union acknowledges that the Stewards will be required to efficiently perform their regular duties on behalf of the Employer and that Stewards will not leave their regular duties to adjust a grievance or possible grievance without first obtaining permission to leave for a specified period of time from their immediate Supervisor and will report back to their immediate Supervisor upon resuming their regular duties. It is understood that such permission will only be granted so long as mandatory ratios under the *Child Care and Early Years Act 2014*, as amended from time to time, can be maintained.

Any Steward granted time off during his regular work period to adjust a grievance or possible grievance shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.

27.05 Grievance Procedure

Grievances shall be taken up in the following manner:

STEP 1:

If the Union Steward and/or Union Officer ("Union Officer") considers the grievance to be justified, they will first seek to settle the dispute with the employee's non-union Supervisor within five (5) working days of the event.

STEP 2:

If the complaint is not resolved within four (4) working days of the dispute being raised under Step 1, it may be reduced to writing on a grievance form as a grievance. The Union Officer will submit the grievance form to the Executive Director. The Executive Director shall give their reply in writing to the Union, not later than four (4) working days following the receipt by the Executive Director of the written grievance.

STEP 3:

If the written decision of the Executive Director is not satisfactory to the Union Officer, the Union may submit the written grievance to the Board of Directors within five (5) days following the receipt of the reply of the Executive Director. An emergency meeting of the Board of Directors shall be called and scheduled as soon as practical to deal with the grievance. The Board of Directors will invite the Union and employee involved in the grievance to a meeting in order to make representations with respect to a grievance.

Should a grievance fail to be satisfactory settled under the foregoing procedure, either party may submit the grievance to arbitration under the procedure outlined in Article 28. The National Staff Representative can attend any step of the process.

27.06 All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved,

the date on which the alleged grievance occurred and the relief sought if practicable, along with the clause or clauses of the Collective Agreement alleged to have been violated.

A grievance shall be returned to the Employee if it fails to comply with these requirements and an Employee shall have an additional two (2) days to re-file the grievance in conformity with this section, failing which the grievance will be deemed to have expired and neither it nor the subject matter shall be further considered or made the subject of a further grievance.

27.07 Policy Grievance:

The Employer and the Union shall have the right to file a grievance based on a dispute rising out of the application, interpretation, administration or alleged violation of this Agreement. However, a Policy grievance shall not include any matter upon which an Employee is personally entitled to grieve, and the regular grievance procedure shall not be by-passed.

A Policy grievance may be lodged by either party in writing at Step No. 2 of the grievance procedure at any time within five (5) days of when the party became aware or reasonably ought to have become aware of the circumstances giving rise to the grievance. If a policy grievance is filed by the Union, it shall be filed with the Executive Director. If a policy grievance is filed by the Employer, it shall be presented to the President of the Local Union, or their designate. If it is not satisfactorily settled, it may be referred to arbitration in the same manner and to the same extent as the grievance of an Employee.

27.08 Group Grievance:

Where a grievance involves a number of Employees, it may be processed as a group grievance and submitted at Step No. 2 of the grievance procedure. Such grievance must be presented to the Executive Director within five (5) days of when the party became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

27.09 Employer Grievance

It is understood that the Employer may bring forward at a meeting held with the Union Officer any complaint with respect to the conduct of the Union, its officers, or Steward(s), or a Union member which may affect the Employer and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the Union Officer within five (5) days from the time the Employer knew of the occurrence or the event upon which the grievance is based.

If such complaint is not settled to the satisfaction of the Employer, the Union Officer shall, within ten (10) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the Union Officer, the Employer may within ten (10) days after the receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 28 of this Agreement.

Unless otherwise agreed to in writing, the Employer shall comply with time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

27.10 Discharge Grievance

If an Employee who has completed his probationary period believes they have been discharged without just cause, a Union Officer may file a Step 3 written grievance with the Board of Directors within three (3) days after the Employee is given notice of discharge.

27.11 Time Limits

Time limits provided for in the grievance and arbitration procedure of this Collective Agreement are mandatory. Non-compliance with the time limit(s) will cause the grievance to expire and the grievance will be conclusively deemed to have been finally abandoned. The parties may expressly agree in writing to extend such time limits.

27.12 Mediation

The parties may agree at any stage of the grievance or arbitration procedure to submit a grievance to a mediator (jointly selected), and may agree in writing to the extension or waiver of any applicable time limits to do so. The parties will share equally the fees and expenses, if any, of the Mediator. The parties may agree that an Arbitrator appointed pursuant to Article 28 may be asked to mediate.

ARTICLE 28 - ARBITRATION

28.01 Referral to Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the grieving party may, within fourteen (14) calendar days following receipt of the answer from the responding party, notify the other party in writing of its desire to submit the difference or allegation to arbitration. If the grievance is not referred to arbitration within

the said fourteen (14) day period, the grievance will be conclusively deemed to have been finally abandoned.

28.02 Selection of Arbitrator

The Union and the Employer shall agree upon a sole Arbitrator to hear the matter and for this purpose will exchange nominations within ten (10) days following notice of its desire to submit the matter to arbitration.

If the parties fail to agree upon an Arbitrator within the ten (10) days above, the Minister of Labour will appoint upon request of either party.

No person may act as an Arbitrator who is a member of the Union or an Employee or solicitor or agent of either the Union or the Employer or who has been involved in any attempt to settle the grievance, except in accordance with Article 28.11.

28.03 Decision and Authority of the Arbitrator

The Arbitrator shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.

It is understood and agreed that the Arbitrator shall have the authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts or the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.

28.04 Compensation of Arbitrator

The Employer and the Union shall each be responsible for one-half of the fees and expenses of the Arbitrator.

28.05 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Employer and the Union.

ARTICLE 29 - NOTICES

29.01 Any notice to any Employee under this agreement may be given personally (either directly or by telephone), or by prepaid registered post addressed to the Employee at

their last known address on file with the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

29.02 Any notice to the Employer under this agreement may be given personally to the Executive Director, or designate, by prepaid registered post addressed to the Employer at 1000 Huron Avenue, Thunder Bay, Ontario.

ARTICLE 30 -TERM OF AGREEMENT

30.01 This Agreement shall be binding on the parties hereto and remain in effect from October 1, 2024 to September 30, 2027 and shall continue from year to year thereafter, unless either party gives the other party notice in writing not more than ninety (90) days, but not less than sixty (60) days prior to the 30 day of September in that year that it desires its termination, renewal or amendment. Within ten (10) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for the renewal and/or revision of the Agreement.

Dated in Thunder Bay this 25th day of April, 2025.

Signed on behalf of the Canadian Union
Of Public Employees and its Local 2486-01:

Lorana Edwardson
[Signature]
[Signature]
[Signature]

Signed on behalf of Kinderplace
Childcare Centre:

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A"

Kinderplace Wage Increases (October 2024 to September 2027)

Positions/Steps	3% October 1, 2024	1% PE January 1, 2025	2% October 1, 2025	1% PE January 1, 2026	2% October 1, 2026	1% PE January 1, 2027
ECE/Equivalent* - Start	21.50	21.72	22.15	22.37	22.82	23.05
ECE/Equivalent* - 6 months	22.85	23.08	23.54	23.78	24.26	24.50
ECE/Equivalent* - Step 1	23.51	23.75	24.23	24.47	24.96	25.21
ECE/Equivalent* - Step 2	24.19	24.43	24.92	25.17	25.67	25.93
ECE/Equivalent* - Step 3	24.85	25.10	25.60	25.86	26.38	26.64
ECE/Equivalent* - Step 4	25.53	25.79	26.31	26.57	27.10	27.37
ECE/Equivalent* - Step 5	26.22	26.48	27.01	27.28	27.83	28.11
ECE/Equivalent* - Step 6	27.08	27.35	27.90	28.18	28.73	29.02
NON ECE - Start	20.20	20.40	20.81	21.02	21.44	21.65
NON ECE - 6 months	21.55	21.77	22.21	22.43	22.88	23.11
NON ECE - Step 1	22.23	22.45	22.90	23.13	23.59	23.83
NON ECE - Step 2	22.89	23.12	23.58	23.82	24.30	24.54
NON ECE - Step 3	23.57	23.81	24.29	24.53	25.02	25.27
NON ECE - Step 4	24.25	24.49	24.98	25.23	25.73	25.99
NON ECE - Step 5	24.93	25.18	25.68	25.94	26.46	26.72
NON ECE - Step 6	25.60	25.86	26.38	26.64	27.17	27.44
+Cook - Start	20.18	20.38	20.79	21.00	21.42	21.63
+Cook - 6 months	20.82	21.03	21.45	21.66	22.09	22.31
+Cook - Step 1	21.16	21.37	21.80	22.02	22.46	22.68
+Cook - Step 2	21.50	21.72	22.15	22.37	22.82	23.05
+Cook - Step 3	21.82	22.04	22.48	22.70	23.15	23.38
+Cook - Step 4	22.13	22.35	22.80	23.03	23.49	23.72
+Cook - Step 5	22.50	22.73	23.18	23.41	23.88	24.12
+Cook - Step 6	22.77	23.00	23.46	23.69	24.16	24.40
Supply Staff ECE Step 1	21.50	21.72	22.15	22.37	22.82	23.05
Supply Staff Non ECE Step 1	20.20	20.40	20.81	21.02	21.44	21.65

*Equivalent qualifications as noted in the Childcare Licensing Manual subsection 3.7 include individuals with diplomas or degrees in child and youth care or recreation or members in good standing with the Ontario College of Teachers

+ Increase Cook's wage by \$1.50 retroactive to October 1, 2024.