

Collective Agreement

Between

**SCHWARTZ/ REISMAN CENTRE,
DAYCARE AND PRESCHOOL**

(Hereinafter referred to as the "Employer")

and

**Canadian Union of Public Employees
And it's Local 5312**

(Hereinafter referred to as the "Union")

January 1, 2024 December 31, 2026

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Article 1 - PREAMBLE

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

- a) To provide economy of operation, quality and quantity of service to the community, and to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this Contract, and to set forth those working conditions which have been negotiated.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, and other matters mutually agreed to.
- c) To promote and maintain a respectful working relationship between the parties.
- d) To maintain a high standard of care for children and promoting their intellectual, physical and emotional development.
- e) To encourage and promote co-operation and mutual support between daycare workers, the Employer and parents, recognizing that these groups have an essential interest in obtaining the best daycare. The Union recognizes that in order to provide a high standard of care for children, as well as a proper relationship between the parties, the Employer may seek the support and financial assistance of the government and community.

Article 2 – DEFINITIONS

2.01 For the purpose of this agreement the following items will be defined as follows. Such definitions have been drafted to contemplate and ensure consistency with definitions relating to union membership.

- a) Spouse

For the purpose of this agreement “spouse” shall be used to designate wife, husband or common-law marriage partners, including same-sex partners. This definition shall apply to all articles of this agreement.

b) Family

For the purpose of this agreement "immediate family" shall be used to designate parents, spouse, brothers, sisters, step-family relationships, child, grandparents, mother-in-law-, father-in-law, son-in-law, daughter-in-law (in-law family

relationship shall include heterosexual, common-law and same sex spousal relationships) and grandchild. This definition shall apply to all articles in this agreement.

c) Child

For the purpose, of this agreement "child" shall be used to designate the child for whom the Employee acts as a parent or legal guardian, or resides with said Employee as a dependant. This definition shall apply to all articles of this agreement.

d) Working Days

For the purpose of this agreement "working days" shall refer to days other than Saturday, Sunday, Statutory holidays or any other day where the Employer closes the daycare.

e) Centre

For the purpose, of this agreement "centre" shall refer to the Schwartz/Reisman Centre Daycare and Preschool.

f) Employer

For the purpose of this agreement "Employer" shall mean the Schwartz/Reisman Centre Daycare and Preschool.

Article 3 – MANAGEMENT RIGHTS

3.01 Management Rights

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:

- i. maintain order and efficiency;
- ii. make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its Employees;
- iii. discharge, suspend or otherwise discipline non-probationary Employees for just cause and, demote, discipline, suspend or discharge a probationary Employee for any non-discriminatory reason;

- iv. select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- v. Subject to any limitations and restrictions elsewhere in this Agreement and subject to statute, determine in the interest of the efficient operation and highest standard of service; the number of personnel required at any time; the hours of work; starting and quitting times; work assignments; working schedules; methods of doing the work; the location of work; the number of shifts; the functions to be performed and the methods, procedures and equipment to be used; job content; quality standards; dress standards consistent with the Employer's current practice as at the date of ratification; the qualifications of an employee to perform any particular job; decide when overtime shall be worked and require employees to work overtime; and require for justifiable reason medical examinations in accordance with the Workplace Safety and Insurance Act, the Child Care Early Years Act (CCEYA), or as otherwise authorized by statute.
- vi. Take steps to ensure the required student-teacher ratios as prescribed by law are maintained.
- vii. Have the sole and exclusive jurisdictions over all operations, building and equipment.

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

3.02 **Not Discriminatory**

The management rights shall not be used to direct the work force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of their employment, except through just cause.

Article 4 – RECOGNITION AND NEGOTIATION

4.01 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 5312 as the sole and exclusive collective bargaining agent for all employees of the Schwartz/Reisman Centre, Daycare and Preschool in the City of Vaughan save and except, coordinators, and persons above the rank of coordinators.

4.02 **Representatives of Canadian Union of Public Employees**

An authorized Representative of the Union will be entitled to visit the workplace during working hours subject to the following;

- a) The Union Representative speaks to or communicates in writing with the Day Care Director, not less than forty eight (48) hours prior to such visit and, receives permission to visit. The Employer agrees that such permission will not be unreasonably denied. The Union agrees that such visits will be made for reasonable purposes only, and shall not, in normal circumstances, occur more than twice per month, unless required by the Collective Agreement.
- b) The Union agrees that visits to the workplace shall not supplant the proper operation of the grievance procedure and will not interfere with work, care to the children, or the operation of the childcare centre.

4.03 **Classifications of Employees**

a) **Full-Time**

The term "full-time" employee for the purposes of this Collective Agreement shall mean an employee employed by the Employer who is regularly scheduled to work more than twenty-five (25) hours per week and up to forty (40) hours per week, excluding meal breaks.

b) **Part-Time**

The term "Part-time Employee" for the purposes of this Collective Agreement shall mean an Employee employed by the Employer who is regularly scheduled to work twenty-four (24) hours or less per week, excluding meal breaks.

c) **Summer-Staff**

The term Summer Staff employee for the purposes of this Collective Agreement shall mean an employee who is hired during the summer months on short-term contracts to help provide coverage for vacations. These employees may work part or full-time hours as needed.

d) **Contract Employees**

The term "contract employee" for the purposes of this Collective Agreement shall mean those employees hired to replace a permanent employee for a defined period of time.

In addition, contract employees may be hired for additional classroom support per grant funding. Such employees may not be eligible for PWE and GOG funding per the grant guidelines and their letter of hire shall specify if this is the case.

e) Casual-Employees

Notwithstanding any other provision of this Agreement, the term “casual employee” for the purposes of this Collective Agreement shall mean an employee employed by the Employer without predetermined hours. It is understood that casual employees may decline the offer of hours.

f) No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

Article 5 – NO STRIKES OR LOCKOUTS

5.01 No Strikes or Lockouts

In view of the orderly procedure herein established by this Agreement for settling of disputes and handling of grievances, the Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any employee shall take part in or interference with work or production, which shall in any way affect the operation of the Employer. The Employer agrees that it will not engage in any lockout during the term of this Agreement.

The word “strike” and the word “lockout” as used in article 5.01 shall have the same meaning given to those words in the Ontario Labour Relations Act, R.S.O. 1990, as amended from time to time.

Article 6 – NO HARRASSMENT OR DISCRIMINATION

6.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, gender expression, gender identity, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, culture, or marital status.

The Union and the Employer agree not to discriminate against or harass an Employee for participation or non-participation in lawful union activities. The parties further agree not to harass the Employer or representative[s] of the Employer for participation or non-participation in any lawful Employer’s or Business association activities.

The Employer shall maintain legally compliant policies in respect of Violence, Harassment (including sexual violence and sexual harassment) and Discrimination in the workplace. Any violation of these policies may result in reasonable discipline up to and including termination.

For the purposes of this Agreement, harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

The Employer will be cognizant of the gender specific signage throughout the daycare as well as gender specific terminology on forms and being spoken. It is agreed that there will be a grace period of three (3) months from the date of ratification to review and update forms. Every effort will be made to provide an inclusive environment.

6.02

All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that pertinent officials of the constituent group(s) may be made aware of all or part of the proceedings on a "need to know" basis.

Article 7 – UNION SECURITY & CHECK OFF PAYMENT

7.01 Check off Payment

Dues deductions shall be made from the semi-monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made.

In order that the Employer may have definite instructions as to what amount is to be deducted for dues, it is agreed that the Union shall promptly notify the Employer, in writing from the Secretary-Treasurer of the amount of the deduction to be made by the Employer for regular Union dues, and the Employer shall have the right to continue to rely on such written notification until it receives other written notification from the Union, signed with the same formality.

7.02 Dues supporting documentation

Along with the deductions, the employer will provide the following:

- a) A completed Union dues remittance form, supplied by the Union, and
- b) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, seasonal, casual) classification/job title, regular earnings, hours worked, and dues deducted.

7.03 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

7.04 **T4 slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip in the relevant year.

7.05 **Notification of New Hires**

- a) The Union shall be notified of the full name, position and employment status (e.g. Full-time, Part-time, seasonal, summer, or casual), start date, and work location of all employees hired into the bargaining unit prior to their first day of employment. Such notification will be provided to the Union by email.
- b) At the time of hire, new employees will receive a letter stating their starting salary and classification, with a copy sent to the President of the Union. The Employee will also be advised of the Union and will be given a copy of the Collective Agreement. The Employer shall advise the President of the Union of all hiring into the bargaining unit by notice, in writing, stating the Employee's name and address.

Upon commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or designated Union Representative and shall allow the new employee and the Union Steward or designated Union Representative twenty (20) minutes to discuss Union Business at a time which shall minimize any disruption to the Employer's operation.

All Employees may receive a written evaluation after one (1) year's employment and may receive one every year thereafter. The Employee shall have the right to see the evaluation and file their comments on it. Such comments shall be considered part of and be included in the personnel record. Employees shall sign evaluations as acknowledgement of reading them. All evaluations are to be subject to the approval of the Executive Director.

7.06 **Employee Personnel File**

- a) All documents placed in an employee's file shall be dated.
- b) Employees shall have access to their personnel file in the personnel office. Employees wishing to view such file may make a written request, to which the Employer has two (2) working days to respond. Personnel files may be reviewed in the place where such files are maintained and such visit shall be supervised. Management will make copies of documentation contained within the personnel file upon request.

Employees may respond to documents contained within their personnel file in writing. Such responses shall be dated and will be kept within the personnel file.

7.07 **Letter of Reference**

The Employer agrees to provide, upon written request from an Employee, letters of reference with a copy to the person concerned. Such letters will confirm position, and the date and length of employment. The Employer also agrees to provide, upon written request from an employee, letters of reference addressed "To Whom It May Concern". Such letters will confirm position, date and length of employment.

Article 8 - THE EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

8.01 **Potential Employees**

The Employer agrees to acquaint potential 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.

8.02 **Contact Information**

- a) The Employer will provide the Union a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and any other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available personal email.
- b) This list will also indicate the employee's work site (if multiple sites) and employment status (such as full-time and part-time, summer staff, contract employee and/or casual), and if on a leave of absence, the nature of the leave.
- c) The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on an annual basis, or upon reasonable request.

Article 9 - CORRESPONDENCE

9.01 **Correspondence**

The primary form of correspondence to employees will be in the form of email from management to employees. It is further understood that employees will not be expected to read or respond to emails received after 9:00 pm until the start of the next working day at 9:00 am. A copy of the email will be posted on the bulletin board. Classroom specific information will be posted in the log book of the relevant room. In the case of urgency, staff will be contacted via whatsapp/phone to alert them to check their email.

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union.

A copy of any correspondence between the Employer, or their designate, and any Employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement shall be forwarded to the Secretary of the Union or their designate.

Direction to employees (including but not limited to performance feedback, disciplinary letters, correspondence regarding medical absences and documentation and return to work plans) shall be communicated through the Day Care Director or their Designate. All such correspondence would be recorded and maintained within the employee's personnel file.

Article 10 – BULLETIN BOARDS

10.01 Bulletin Boards

The Employer agrees to designate two (2) bulletin boards for the posting of appropriate Union notices, easily accessible to bargaining unit employees in the daycare staff room. These bulletin boards will be used solely for postings by the Union.

Article 11 – LABOUR MANAGEMENT BARGAINING RELATIONS

11.01 Representation

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit.

11.02 Union Bargaining Committee

The Union will advise the Employer of the Union members of the Bargaining Team.

Any representative of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours. Such time shall be paid by the Employer and reimbursed in full by the Union. It is also understood and agreed that Stewards or Executive officers will not lose pay for time spent in meetings with Management persons.

In order to accommodate day-time bargaining, the Union shall limit their Bargaining team in attendance to two representatives and one alternate from the membership. Staff Rep or other union officials are in addition. In the event that bargaining does not happen during working hours each party shall decide the number of participants that will participate.

11.03 Function of Bargaining Team

Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, may be referred by the Union Bargaining Team to the Employer for discussion and settlement. The members of the

Union Bargaining Team may meet to discuss these matters on a strictly unpaid basis outside of working hours.

11.04 **Representative of Canadian Union**

- a) The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with forty-eight (48) hours' notice. Attendance at such meetings by members of the bargaining unit shall be on an unpaid basis outside of working hours.
- b) The Employer shall allow the Union to host education functions such as seminars, workshops, lectures, et cetera, that pertain to educating employees on the Collective Agreement and matters pertaining to union business at a mutually agreed to time and date, to be held on the Employer's premises during the employees' lunch period or following the regular working day.

It is agreed and understood that the Employer will not be paying staff for these sessions, nor providing food.

11.05 **Health and Safety Committee**

The Employer shall maintain its Joint Health and Safety Committee (JHSC) in accordance with the principles of the Occupational Health and Safety Act and its regulations, and shall meet in accordance with the established policy.

Three (3) representatives of the Schwartz/ Reisman Centre Daycare and Preschool will participate in the Joint Health and Safety Committee, one (1) from management on a rotating basis and two (2) from the employees on a rotating basis designated by the employees. Representatives will attend JHSC meetings, conduct monthly inspections of the workplace and equipment as scheduled and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury in the daycare and pre-school, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Other health and safety concerns should also be brought to the JHSC for attention. Scheduled time spent in such activities is to be considered time worked.

The Union and the Employer undertakes and agrees to endeavour to obtain the full co-operation of its membership and employees in the observation of all safety rules and practices.

11.06 **Labour-Management Relations Committee**

The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual

interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committees shall meet quarterly unless otherwise agreed, all matters for discussion shall be submitted to the Human Resources Director at least one (1) week prior to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.

Article 12 – GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any Employee, which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

12.02 Unit Stewards

There shall be three (3) Stewards for the Schwartz/Reisman Centre, Daycare and Preschool. The name of each Steward for each unit shall be posted on the staff bulletin board and at the Union Head Office. The Union shall provide these names to the Employer upon request.

12.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. When meeting with the Employer the Steward will not be at a loss of salary or benefits. Union Stewards may be granted unpaid time off from work subject to the operational requirements of the Employer. Such requests will not be unreasonably denied.

12.04 Definition of Grievance

"Grievance" shall mean a complaint or claim concerning unjust discipline or discharge, or a difference with the reference to the interpretation, application, administration or alleged violation of this Agreement.

12.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Complaint Step:

The aggrieved Employee shall discuss their complaint with the Day Care Director or their designate within ten (10) working days after the occurrence of the circumstance giving rise to the complaint.

Step 1

If the complaint is not settled within ten (10) working days of the discussion, the aggrieved employee or steward will submit their grievance in writing to the Human Resources Director or their designate. The Human Resources Director or their designate shall provide their decision to the grievance within ten (10) working days after receipt of such notice.

Step 2

If the grievance is not settled at Step 1, the Union on behalf of the aggrieved Employee shall present the grievance to the Executive Director within ten (10) working days of the receipt of the Human Resources Director's decision or the time when such decision should have been received. Upon receipt of the grievance, the Executive Director or their designate will discuss the grievance with the grievor and union representative and shall provide a written answer to the grievance to the union within ten (10) working days of said meeting.

Mediation

The parties may agree to use the services of a mediator prior to referring the grievance to Arbitration. The parties agree to share the costs of the mediation.

The parties will agree in advance whether the mediation is scheduled for a half of full day, depending on the nature and complexity of the grievance. Unless specifically agreed to in writing, the selected mediator will not remain seized to hear the matter as Sole Arbitrator.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

12.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, the Complaint Step of this article may be by-passed.

12.07 Union May Institute Grievances

The Union may institute a grievance consisting of an allegation of a general misinterpretation at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. Such grievance shall commence at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

The Union may institute a grievance consisting of an allegation that a number of employees have similar grievances and each employee would be entitled to grieve separately, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. Such grievance shall commence at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

12.08 Grievance on Health and Safety

An employee, or a group of employees, who is required to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance. Such grievances will commence at the Complaint Step.

12.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

12.10 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

12.11 Mutually Agreed Changes

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

12.12 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

Article 13 – ARBITRATION

13.01 Sole Arbitrator

The Sole Arbitrator selected pursuant to Article 13 shall have the authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) 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. For the sake of clarity, a Sole Arbitrator shall be the default pursuant to this Agreement.

13.02 Selection of Arbitrator

The party referring the grievance to arbitration shall propose, in writing, to the other party the names of three (3) individuals to act as the sole arbitrator. If the proposed individuals are unacceptable, the other party shall propose three (3) additional names for

consideration. In the event that the parties cannot agree on an appointment after taking these steps, they may continue to exchange names or request an appointment by the Minister of Labour, pursuant to section 48(4) of the Ontario Labour Relations Act, 1995, as amended from time to time.

13.03 **Sole Arbitrator Limits**

The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to adjudicate any matter not specifically assigned to them by the notice to arbitrate specified in this Agreement.

13.04 **Arbitration Costs**

Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the Sole Arbitrator shall be borne equally by the two (2) parties hereto.

13.05 **Grievance Procedure Requirements**

The time limits and other procedural requirements set out under Articles 12 and 13 are mandatory and not merely discretionary, therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the Grievor and/or Union. Any grievance not appealed from one step of the grievance procedure to the next within the specific time limit shall be deemed to be abandoned. No matter may be submitted to arbitration, which has not been properly carried through all specified previous steps of the grievance procedure within the time specified. Where the parties agree, the mandatory provisions of this article may be waived.

13.06 **Grievance Settlements and Decisions**

A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the grievor, and shall not be subject to reopening by any party except by agreement in writing.

13.07 **Composition of Board of Arbitration**

The default mechanism for resolution under this article is decision by Sole Arbitrator. Where the parties expressly agree in writing, a Board of Arbitration may be relied upon.

When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.

13.08 **Failure to Appoint**

If the party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.09 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt to justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

13.10 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

13.11 Board of Arbitration Costs

In the case of a Board of Arbitration, each party shall pay:

- a) The fees and expenses of the nominee it appoints; and
- b) one-half (1/2) of the fees and expenses of the Chairperson

Article 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Political Action

No employee shall represent themselves as a representative of, spokesperson for, or individual representing the ideas or stances of the Schwartz/ Reisman Centre in respect of any political action, commentary or activism in any forum, including but not limited to the Canadian Labour Congress, its affiliates or subordinate bodies.

In addition, no employee may undertake any action in a public forum which could reasonably undermine the reputation of the Employer, or cause harm either monetarily or in respect of its standing in the Community by virtue of that conduct or comment.

14.02 Right to Have Steward Present

A steward shall only be present when the Employer has a meeting for the purpose of disciplining an employee, or where the Employer is conducting fact finding, or investigations with bargaining unit members. For the purpose of this Article, discipline means a verbal or written reprimand, suspension or termination of employment.

Where performance feedback is provided which is not disciplinary in nature or where discipline is not contemplated, no union representative need be present.

14.03 Sunset Clause

Any record of discipline in the employee's personnel files shall be removed after twenty-four (24) months.

Article 15 – SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Full-Time Permanent staff will accumulate seniority based on their date of hire. Part-Time and Casual staff will accumulate seniority based on hours worked. Seniority shall be used in determining preference or priority for promotions, call-ins, demotions, layoffs, and recalls. Seniority shall operate on a bargaining-wide unit basis. One year for the purposes of the calculation of seniority is equal to 2080 hours worked.

15.02 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of six (6) calendar months or one-hundred twenty (120) working days.

During the probationary period, the employee will have no seniority rights. Upon completion of this period, the employee's seniority shall be dated from the date of hire.

The term seniority employee as used in this agreement shall be deemed to mean an employee who has completed their probationary period.

15.03 Seniority List

The Employer shall maintain seniority lists showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 15.02.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs, and unless otherwise specified. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

15.04 **Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within eighteen (18) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within eighteen (18) months shall forfeit bargaining unit seniority.

15.05 **Loss of Seniority**

An Employee shall lose all seniority and services rights if:

- a) the Employee voluntarily quits; unless the Employer rehires *them* within six months, in which case they shall resume their seniority from the time of initial departure;
- b) the Employee is discharged and not reinstated through the grievance and arbitration procedures.
- c) the Employee fails to report for work for five (5) consecutive working days without a satisfactory explanation;
- d) a laid off Employee fails to return to work after recall within five (5) working days after notification by registered mail to them at their address on the records of the Employer requiring them to return to work, unless they provide a satisfactory explanation;
- e) an Employee fails to return to work immediately after the expiration of any leave granted to them unless they provide a satisfactory reason and shall be deemed to have voluntarily quit;
- f) an employee uses a leave of absence granted to them for any purpose other than that which it was intended or granted;
- g) they retire or is retired.
- h) the employee is absent for sickness or injury in excess of eighteen (18) months. This provision shall not be enforced contrary to the *Human Rights Code*.
- i) After a period of eighteen (18) months the Employee does not perform any work for the Employer;

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

Article 16 – EMPLOYMENT, PROMOTION AND STAFF CHANGES

16.01 Employment, Promotion and Staff Changes

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards or in an area visible to employees, with a copy to the Union. The position shall be posted for a period of ten (10) working days so the interested employees can apply.

The Job posting notice shall contain the following information: nature of the position including the duration if known, qualifications, shift, wage or salary rate.

Within ten (10) days of the posting being closed, The Employer will conduct interviews with all qualified internal candidates. Within five (5) working days of the final interview, The Employer shall notify the successful candidate.

b) Temporary Vacancies

Temporary vacancies which the Employer anticipates as being less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible or to temporarily fill such role in a manner which does not conflict with this Agreement.

c) Temporary Job Postings

A vacancy, which occurs for more than six (6) weeks, will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed eighteen (18) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period.

16.02 Information in Postings

Job Postings shall contain the following information: Nature of position, required qualifications, knowledge, education and skills, shift and salary rate or range, including disclosure of wage enhancement impacts. Such qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Internal and External Postings

Internal and external postings may be posted concurrently. Qualified internal applicants will be interviewed and considered before external candidates are reviewed. In its sole

discretion, the Employer will determine whether the internal applicant has the skill, experience and qualifications necessary to satisfactorily perform the normal requirements of the job.

16.04 Methods of Making Appointment

In making staff changes, transfers, or promotions or appointments the Schwartz/Reisman Centre, Daycare and Preschool shall consider the following factors:

- a) the qualifications, relevant experience, skill, ability, of the employee; and;
- b) the seniority of the employee.

When factor (a) is relatively equal as between two or more employees, then seniority shall be the determining factor.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

16.05 Promotion within Bargaining Unit, Trial Period

Where an employee is promoted to a higher paying position in the bargaining unit or moves lateral into another position, they shall be placed on a trial basis until they have worked thirty working (30) days.

Conditional on a satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary.

16.06 Notification to Employee and Union

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

16.07 New Classification

- a) When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of same.
- b) If the Union challenges the rate set by the Employer, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after receipt of notice from the Employer of such new position and rate. If it is established that there will be a new rate for the position, the rate of pay established will be paid retroactive to the date of the Union's challenge or grievance.

- c) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) working days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison to other positions within the bargaining unit having regard to the requirements of such position. Where an Arbitrator or Board of Arbitration establishes a new rate for the position, the rate of pay established will be paid retroactive to the date an employee commenced work in the new position.

16.08 Existing classifications shall not be eliminated without prior notification of the Union of a minimum of three (3) months.

Article 17 – LAYOFFS AND RECALLS

17.01 Definition of Lay-Off

A layoff shall be defined as any lack of work, or reduction in the workforce or a reduction from full-time to part time status as defined in this Agreement.

17.02 Role of Seniority in Lay-Off Procedure

Lay-offs shall occur on a classification basis.

An employee laid off pursuant to this Article will have the option of bumping the least senior person in a lower classification provided they have the skills, abilities and qualifications to perform the position.

17.03 Reassignment

Prior to commencing a layoff as defined in Article 17 in order to maintain job security and minimize disruption, the Employer will first canvass any vacancies which could be filled by the least senior affected Employee(s) who would otherwise receive notice of layoff.

17.04 Recall Procedures

- a) Employees shall be recalled in the order of their seniority, subject to their being qualified to do the work. When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered letter and shall be given the opportunity to exercise their seniority rights in making application for the vacancy.

Employees who have been laid off will be placed on a recall list for eighteen (18) months from date of lay-off.

Nothing interferes with the Employer hiring a new employee if an employee with the right the right to recall

- i. chooses not to apply for the position after being offered the opportunity for the position or;
- ii. turns down the position when offered it or;

iii. is not entitled to the position according to 17.04 (b)

No new employees shall be hired until those who have not lost their seniority according to Article 15.05 and who are qualified to perform the work available have had the opportunity to recall from a lay-off to an available opening, in order of seniority. If the position remains unfilled according to the foregoing following consideration of all employees with a right of recall according to the foregoing, then the Employer shall post for the vacancy before the Employer hires a new employee.

(b) There shall be no bumping up. For greater clarification, an employee may exercise their seniority rights only to secure a job at or below the level of the job in which they were laid off.

17.05 **Advance Notice of Lay-Off**

The Employer shall give the Union and Employees who are to be laid off as much advance notice as possible.

In the event, that working notice cannot be provided, employees may receive such notice of layoff as payment in lieu of notice according to ESA provisions.

During the period of working notice, affected Employees shall be allowed up to two (2) working days off with pay to engage in a job search. Such days off are to be taken at a time agreed upon by the Employee and the Employer. An Employee's request shall not be unreasonably denied.

Individual employees shall receive no less notice than required under the *Employment Standards Act* (Ontario).

Article 18 – HOURS OF WORK

18.01 The centre operates from 7:00 am to 6:00 pm Monday through Friday, twelve (12) months of the year.

The regular full-time work week will be eight (8) consecutive hours per day excluding lunch breaks. The regular work full-time week will consist of forty (40) hours per week excluding lunch breaks.

The Employer agrees to close the Centre to children for two (2) full days before the new school year. All full-time staff are required to participate without loss of pay. Such organization shall not extend past 6:00 pm.

On days of early closing, for the observation of a Jewish Holiday, employees shall not suffer loss in pay or benefits. Early shifts on those days will rotate among staff in each classroom, arranged by the staff in each classroom, as long as ratio is covered.

In the event the Centre does not open due to the weather, natural causes or otherwise, employees will not be at a loss in pay or benefits for their scheduled work days.

18.02 Lunch and Paid rest breaks

All fulltime employees shall be entitled to a one (1) hour unpaid lunch and two (2) paid fifteen (15) minute rest periods each work day.

18.03 Program Time

One full time RECE and one Hebrew Teacher per classroom will be allowed one (1) hour of program time weekly during their regular hours of work. The time shall be scheduled by the Employer provided each of the RECE and Hebrew Teacher is entitled to one (1) hour of program time per week. This Article does not include the before or after hours program.

18.04 Special Events and Staff Meetings

Registered Early Childhood Educators and Hebrew Teachers shall be required to attend and participate in each of the following type of special event during the school year as scheduled at the sole discretion of the Employer. Teaching Assistants shall be required to attend and participate in each of the events in paragraph (ii) and (iii). Casual staff shall be invited to attend (iii) and if they attend, they shall be compensated at their regular rate of pay:

- i) a Fall Curriculum Evening not to exceed three (3) hours which shall include time to set up and tear down;
- ii) a Year End Celebration and Chanukah Celebration for the children/parents not to be scheduled beyond 6 p.m. inclusive of teardown. Employees whose regularly scheduled shifts end before 6 p.m. shall be paid at their regular hourly rate to attend these events;
- iii) staff meetings not to exceed three (3) hours. The Employer shall use its best effort to schedule such staff meetings contiguous to the regular working hours of as many Employees as possible so as to inconvenience as few employees as possible;
- iv) All daycare and preschool employees may be invited to attend staff events arranged either by daycare management of the SRC management, which without limiting the generality thereof include a staff holiday party and a staff summer BBQ. Attendance is discretionary and time for attending is unpaid.
- v) For the purposes of this article, the school year shall be from September 1 to August 31 of the following calendar year.

18.05 For at least three (3) of the staff meetings the Employer shall dedicate at least one half (½) of the meeting for professional development purposes for which the Employer will bring in a resource person chosen and if required paid for by the Employer.

18.06 Lunch Emergency

In the event there is an emergency which occurs when an Employee is on lunch they may be required to assist during the emergency and shall be paid at their regular rate for the

time the employee assisted with the emergency, and given the equivalent unpaid time to finish lunch at a later time during the day.

18.07 Call Back

Employees called back, either after their work day has ended, or on their day off shall be paid a minimum of three (3) hours at straight time.

Article 19 – OVERTIME

19.01 Overtime

Overtime worked in excess of forty-four (44) hours in any week shall be paid at the rate of time one and one-half (1 ½) for each hour that is in excess of forty-four (44) hours. Such Employee may choose to take this compensatory time off at the rate of time one and one-half (1 ½) hours if schedule permits at the sole discretion of the SRC Daycare Director.

No employee will be forced to work additional hours outside of their scheduled hours outside of these agreed to provisions.

Article 20 – PAID HOLIDAYS AND VACATIONS WITH PAY

20.01 Employees may be required to work on Major Jewish Religious Holidays. Employees will be paid for designated holidays. The designated holidays are:

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

20.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, one (1) other day shall be deemed to be the Holiday for the purpose, of this Agreement. The vacation year will be from January 1 to December 31 of each year.

If the Employer remains open for a Major Jewish Religious Holiday, the employee will be paid straight time rates. If the Employer closes for a Major Jewish Religious Holiday the employee will be paid straight time rates, if the Major Jewish Religious Holiday falls on what would have been a scheduled work day for the employee. Not without standing the foregoing, in the event the Employer in its discretion closes on Passover days 3, 4, 5 and 6, Article 20.03 shall apply.

20.03 Major Jewish Holidays of the agency's observance are:

Rosh Hashanah Day 1	Rosh Hashanah Day 2
Yom Kippur	Succot Day 1
Succot Day 2	Simchat Torah
Shemini Atzeret	Passover Days 1, 2, 7, 8. If the Employer closes the Centre on the non-religious Passover days and requires staff to use vacation to cover days 3,4,5,6 that may fall on a work day, the Employer shall provide one of these non-religious days as a paid day.
Shavuot Day 1	Shavuot Day 2

At its sole discretion, the Employer may dismiss the children at 3:00 pm on the eve of Rosh Hashanah, Yom Kippur and the first day of Passover and early on the eve of some or all of the Major Jewish Religious holidays in Article 20.03. Employees have the option:

- i. to leave at the early closure of the Centre;
- ii. to modify their hours on that day, arriving earlier, so as to avoid loss of pay; or
- iii. to remain at the Centre until the otherwise scheduled day, so as to avoid loss of pay, provided the building remains open. The work assigned shall be consistent with the employees usual assignment.

Employees who choose to elect options (ii) or (iii) must notify their Supervisor at least one (1) week in advance in order for work to be assigned.

20.04 Qualification for Holidays

In order to qualify for payment for any of the holidays designated in Articles 20.01 and 20.03, the Employee must work the scheduled shift on the declared work day immediately prior to and the scheduled shift on the work day immediately following the holiday.

However,

- i. if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the requirement to work the scheduled shift before and after the holiday would not apply and the employee will be eligible for one (1) day's holiday pay as calculated above during any one (1) period of illness, except at Christmas and New Year's

period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days; and

- ii. if the employee is on approved vacation, the requirement to work the scheduled shift before and after the holiday would not apply.
- iii. Employees may request vacation time contiguous to Statutory and Religious Holidays subject to the provisions of seniority and the Collective Agreement.

Holiday pay for a holiday in article 20.01 shall be equal to the employee's wages in the pay period immediately preceding the holiday prorated by the number of days the employee worked in the pay period divided by the number of work days in the pay period.

Holiday pay shall be at the employee's regular base rate.

Religious Holidays that fall on a non-work day are not given an alternative day/pay in lieu.

20.06 **Vacation with Pay**

All active full-time employees shall receive an annual vacation with pay, upon completion of each full year of continuous employment as follows:

- (a) One (1) year of service to less than two (2) years of service - ten (10) working days per year;
- (b) Two (2) years of service to eight (8) years of service - fifteen (15) working days per year;
- (c) Eight (8) years of service or more - twenty (20) working days per year;
- (d) Fifteen years of service or more — twenty-five (25) days per year.

Employees with less than one (1) year of service shall receive, with pay, on the basis of one (1) year of service, entitlement for Employees pro-rated to reflect the amount of vacation accumulated to December 31st of their short year.

20.07 During the first calendar year of employment and ending on December 31, employees shall earn paid vacation at the rate of 0.83 paid days per month and following their probation period shall be entitled to use vacation days earned during the first year of employment, ending December 31. Unused vacation days in this first year of employment ending December 31 may be carried over to the following calendar year.

In all other cases employees may carry over a maximum of five (5) paid vacation days to the following year. Any additional days of unused paid vacation days shall be lost.

Vacation pay for each week of vacation shall be at the Employees current weekly rate.

20.08 Part-time staff which includes summer staff and casual staff will be paid 4% or 6% as per ESA of gross annual earnings.

20.09 **Vacation Schedules/ Seniority in Vacation Preference**

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacation requests must be made no later than April 1st. The vacation schedule for this period will be posted no later than May 1st. They will be granted in accordance with seniority.

For vacations falling during the Christmas/ New Year Period vacation requests must be made no later than September 15. The vacation schedule for this period will be posted by September 30 or nearest work day. They will be granted in accordance with seniority.

For vacations falling between September and December and January to May will be approved on a first come first served basis and approved within ten (10) working days of receipt of request.

For vacation requests related to Passover observance, which typically falls in March or April, all requests must be received by February 1. Such requests will be granted in accordance with seniority.

For vacation requests related to the Jewish High Holidays, which typically falls in September or October, requests must be received by August 1. Such requests will be granted in accordance with seniority.

Once a vacation request is approved, an employee cannot alter their approved vacation period, unless a request to do so is approved by the Supervisor.

20.10 **Payroll Application**

Vacation requests shall be entered by employees into the JCC Payroll Application and shall be approved by management in this platform. Absence request training on the JCC Payroll Application shall be provided by the Employer for all-staff and new hires.

20.11 An employee shall be entitled to receive their vacation in an unbroken period of a minimum of ten (10) days unless otherwise mutually agreed upon between the employee concerned and the Employer. All such requests will be subject to operational requirements.

20.12 The Employer will grant a minimum of three (3) employees vacation at a given time. All such requests will be subject to operational requirements.

20.13 **Illness During Vacation**

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer as per Article 21.03, by the employee that an illness or accident prevented the employee from taking a vacation, as scheduled.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

20.14 **Bereavement During Vacation**

Bereavement leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee, which in the event that a death occurred while on vacation and the employee is eligible for bereavement leave.

It is understood that the Employer will reschedule vacation for an employee whose vacation was be interrupted by a bereavement leave occurring immediately prior to the scheduled vacation.

Article 21 – SICK LEAVE PROVISIONS

21.01 **Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. 21.

21.02 All full-time employees shall be entitled to accrue one (1) sick day per month during periods of active employment. Sick days may be carried over from year to year to a maximum of sixty (60) days. Sick days are not paid out upon termination/resignation.

21.03 **Proof of Sickness**

The Employer reserves the right to require an Employee to provide proof of any sickness, accident or other disability requiring absence by a medical certificate from a qualified medical practitioner. In normal circumstances, the Employer shall not make such a request until the absence exceeds three (3) consecutive days the request for such proof shall be made within one (1) week of the employee's return from such absence.

The Employer reserves the right to request a medical certificate for less than 3 days absence and this request shall follow the principle of reasonableness. When required, the employee will have two (2) weeks to provide medical documentation after their return date. The Employer will only pay for medical reports related to Return-to-Work Functional Assessments when required by the Employer (not WSIB).

21.04 Up to five (5) days sick leave per year may be granted to an Employee as compassionate leave in the case of an emergency. Leave granted under Article 21 shall be debited from

the sick leave credit accumulated by the Employee. Leave granted pursuant to this article shall be at the sole discretion of the Daycare Director.

21.05 Up to five (5) days sick leave per year may be granted to an Employee in order to care for a sick child of the said Employee if the child in question is under eighteen (18) years of age. Leave granted pursuant to this article shall be at the sole discretion of the Daycare Director.

21.06 Sick days may be taken in hourly increments.

21.07 **Return to Work/Modified Work**

The Employer and the Union are jointly committed to re-integrating employees back into the workplace who have been absent from work due to injury or illness and may require modified work. The Employer shall identify work suitable for employees returning to work and discuss return to work plans with the union. The Employer shall make reasonable efforts to accommodate based on medical information provided by the Employee's medical team up to the point of undue hardship. The returning employee shall cooperate in this process and provide the appropriate documentation prior to the meeting which should include;

- A clear recommendation as to the Employee's fitness to return to work;
- A recommendation as to the Employee's fitness to perform the duties identified and currently done by the employee or the accommodation being considered;
- How long limitations may last;
- A probable prognosis for recovery with or without accommodations.

A joint and confidential meeting of Daycare Director or their designate and Local Union rep of the employee's choice shall be held with each returning employee to discuss and create a reintegration plan and modified work, if required. Human Resources may be consulted to assist. The employee shall give prior consent to their medical information being shared with the Union rep. Where necessary, a third-party case worker from WSIB or LTD Insurance may be part of this process.

Notwithstanding the foregoing, the provisions of the Ontario Human Rights Code relating to disability and accommodation continue to apply.

Article 22 – LEAVE OF ABSENCE DEFINED

22.01 **Leave of Absence Defined**

A leave of absence shall mean an absence from work requested by an Employee in writing and consented to by the Employer. Leave granted shall be in writing covering a specified period of time. Granting a leave of absence shall be at the sole discretion of the Employer and such discretion shall not be exercised unreasonably. Such leave shall be without pay

or other form of compensation, and the Employee shall not work in any other position during such leaves of absence unless agreed to by the Employer in writing.

Employees on leave of absence shall accrue seniority on any leave of absence up to four (4) months of any leave of absence in excess of four (4) months duration.

22.02 Leave of Absence for Union Business

Any time spent in preparation of union business or a grievance shall be done outside of class/work time and will be unpaid. Stewards or Executive members of the union will not suffer any loss of pay or benefits as a result of time spent in meetings with the Employer to resolve grievances.

22.03 Leave of Absence for Union of Public Duties

- a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the Employee may be a candidate in Federal, Provincial or Municipal elections;
- b) An Employee who is elected to public office may be allowed a leave of absence, without pay, but with no loss of seniority during their term(s) of office;
- c) An Employee who is elected or selected for a position with the Union, or anybody with which the Union is affiliated, may be granted a leave of absence, without pay, but with no loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during their term of office;
- d) During any leave for Union Conventions and Seminars, the Employees' regular rate of pay and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs.

All requests for leaves of absence pursuant to Article 22 shall be reviewed in the sole discretion of the Employer having regard to operational requirements and efficiency.

22.04 Length or Pregnancy and Parental Leave

A pregnant employee who has completed at least thirteen (13) weeks of employment prior to the expected birth date will be eligible for Pregnancy and Parental Leave pursuant to the Employment Standards Act, as amended from time to time, on the following basis:

Pregnancy leave may be taken up to a total of seventeen (17) weeks inclusive either before and/or after the birth of a child.

An eligible employee will provide to the employer, prior to the start of the pregnancy leave:

At least two (2) weeks written notice of the date the pregnancy leave is to begin and end and the start and the end dates of the parental leave, when appropriate were possible to do so.

An employee who becomes a new parent and who has completed at least thirteen (13) weeks of employment before the leave is to begin will be eligible for a Parental Leave of Absence for a period of up to sixty-one (61) weeks. An eligible employee as per the Employment Standards Act as amended from time to time, will provide the employer, prior to commencing the leave, at least two (2) weeks written notice of the date the parental leave is to begin and end where possible to do so.

Parental leave of up to sixty-one (61) weeks may be taken during a period not exceeding seventy-eight (78) weeks, commencing within seventy-eight (78) weeks after the day the child is born or comes into the employee's custody, care and control of a parent for the first time.

22.05 Procedure Upon Return from Pregnancy and Parental Leave

When an Employee decides to return to work after pregnancy leave and/or parental leave, they shall provide the Employer with at least four (4) weeks' notice. On return from pregnancy or parental leave, the Employee shall be reinstated to their former position, or where this is not practical, to an alternative equivalent position within the bargaining unit.

22.06 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the employee shall be entitled to a leave of absence without loss of pay for five (5) consecutive working days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) consecutive working days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to a leave of absence without loss of pay for one (1) day.
- d) In the event that an employee will have to travel over 500 kilometers to attend the funeral, they will be entitled to one (1) additional day for travel.

22.07 Leave for Jury Duty

The Employer shall grant a leave of absence without loss of seniority to an Employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses, based on seniority, and pursuant to the following chart. The Employee will present proof of service and the amount of pay received.

Years of Service	Period of Paid Salary less jury duty per diem
0 – 5	Two weeks
6 – 9	Four weeks
10 +	Six weeks

22.08 The Employer will abide by all job-protected leaves covered in the ESA. The employee's reinstatement rights after their job-protected leaves will be same as provided in ESA. The employee shall provide a copy of the documentation to the employer that is required by the ESA in order for an employee to be entitled to said leaves. This cost of the documentation will be at the expense of the employee unless otherwise stated in the ESA, OHSA or any other legislation that states the cost is to be covered by the employer.

Article 23 – EMPLOYEE BENEFITS

23.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

23.02 Benefits will remain at the current level as of date of ratification

The Employer will pay 100% of the premiums for Life/Critical/Accidental Death and Dismemberment.

The Employee will pay 100% of the premiums for Long Term Disability.

The Employee will pay the taxes on taxable benefits such as Critical and Life Insurance and Accidental Death and Dismemberment as per CRA.

The Employer and Employee will pay 65% of the premiums for Group Insurance Dental and Medical Benefits and the Employee shall pay 35%.

Employees on Long-Term Disability or Workers Compensation are eligible for the Group Insurance Plan and other benefits for up to eighteen (18) months.

23.03 Standard First Aid and CPR

Standard First Aid and CPR training renewals will be arranged in group sessions by the Employer and will be paid for by the Employer. Time spent in attendance at such training will also be paid for by the Employer at regular rates of pay.

An Employee who with the approval of the Employer misses group training to provide certification required by the Employer shall be paid the regular hours equal to the length of the group training missed and employees who with or without Employer approval miss group training shall be responsible for all costs of obtaining the training outside of regular working hours.

For greater clarification the cost to obtain certifications obtained by the Employee prior to the date of hire are not the responsibility of the Employer.

23.04 Change of Carriers – Union Notification of Change to Plan

The Employer shall provide to the Union written notice of changes to the Benefit Plan. The Employer will endeavour to provide such notice within two (2) months of the effective date of change.

23.05 Workers Compensation

Employer will top up .15 sick days from an employee's sick bank when an employee goes off on WSIB. This will cover the differential of the 85% of salary that WSIB pays. For clarification, this is base pay.

Article 24 – EXPENSE REIMBURSEMENT

24.01

- a) Mileage will be reimbursed at a rate of forty-two (\$0.42) cents per kilometer; this will be considered to cover all costs of the Employee's transportation.
- b) Parking fees, bridge and other toll costs incurred when the car is required for agency use, shall be reimbursed in full when proper receipts are provided covering the expenditures.
- c) When the Employer requires employees to attend a meeting during a meal period and does not provide food, employees shall be reimbursed for their meal expenses at the following amounts, provided they supply receipts: Breakfast – ten dollars (\$10.00), Lunch – twelve dollars (\$12.00), Dinner – fifteen dollars (\$15.00).

24.02 Registered Early Childhood Educators

The Employer shall reimburse employees the annual cost of registration with the regulatory College of ECEs.

Director-Approved RECE must register with the College in order to receive the RECE rate of pay.

Article 25 – PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

- a) The Employer shall pay salaries/wages semi-monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee shall be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

- b) When an employee's paycheck has been underpaid by minimum \$200, the employer will issue payment of the outstanding salary within seventy-two (72) working hours after notification and Daycare Director authorization to reflect the correct amount. This payment shall be done through an off-cycle payroll.

25.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified to a higher paying position shall receive the rate of pay from the first day that they perform that job.

Article 26 – HEALTH AND SAFETY

26.01 Right to Refuse and No Disciplinary Action

An employee may refuse to work or do particular work where they have reason to believe that:

- a) any equipment, machine, device or thing that the worker is to use or operate is likely to endanger themselves, that of an unborn child, or another worker;
- b) the workplace in which they work or is to work is likely to endanger themselves, or that of an unborn child; or
- c) any equipment, machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or are to work is in contravention of the *Occupational Health and Safety Act* or the regulations there under and such contravention is likely to endanger themselves, that of an unborn child or another worker.

26.02 Minimum Standards

The provisions of the *Occupational Health and Safety Act* shall provide the minimum standards for workplace safety and for the Committee's operations unless amended by the provisions of the Article.

26.03 Alternative Work Assignment

Nothing herein interferes with the right of the Employer to assign alternative work or to give alternative directions to an employee pending the investigation or decision about the refusal to work.

Article 27 – GENERAL CONDITIONS

27.01 Proper Accommodation

The Employer agrees to provide the employees a non-exclusive space for uninterrupted break area and a locked storage space for personal belongings.

27.02 **Child/Staff Ratios**

The Employer and the Union agree that the Ministry ratio of staff to children in the Schwartz/Reisman Centre, Daycare and Preschool is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention and to maintain licensing. Therefore, the Employer agrees to abide by the Child Care Early Years Act (CCEYA), as amended from time to time, as a minimum standard.

27.03 **Letter of Reference**

When an employee voluntarily leaves the employment of the employer they may request a letter of reference, and the Employer shall provide a letter of reference on request.

27.04 **Technological Changes**

Management undertakes to notify the Union in advance so far as possible, of any technological changes which management has decided to introduce to the ECE Centre before it gets introduced. Management agrees to discuss with the Union the effect of such technological changes on the employment duties. Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given the appropriate training and guidance and the opportunity to practice and perfect or acquire the skills necessitated by the new method of operation until such reasonable time the employee feels comfortable with the new changes. Training shall be given during the hours of work or during paid staff or professional development meetings.

27.05 **General Conditions**

Performance reviews and coaching meetings will be held in a private space during work hours.

Where employees are required to review and sign off on documents of a legal nature or just requiring a signature, they will be provided time off the floor to do so.

Article 28 – DURATION OF AGREEMENT

28.01 **Dates Defined**

This Agreement shall continue in effect until December 31, 2023~~6~~ and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notified the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

28.02 **Notice to Negotiate Amendments**

Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to December 31, 2026 or similar periods thereof. If notice to amend this Agreement is given by either party in

accordance with the foregoing, the other party agrees to meet for the purposes of negotiations.

DATED this 6th day of August, 2025.

FOR THE EMPLOYER

Jeanette Hyde

[Signature]

FOR THE UNION

[Signature]

Joyce Elijah (Aug 6, 2025 21:58:41 EDT)

[Signature]

Adrienne Smithers (Aug 6, 2025 13:55:59 EDT)

SCHUEDULE A-WAGE GRID

2024-2026 Daycare Wage Grid without Funding

2024	1.03		
Category	Base Rate	Annual Base Salary	
ECE Entry Level	\$ 22.05	\$ 45,864.00	*
ECE After 4 Years	\$ 22.94	\$ 47,715.20	*
ECE After 9 Years	\$ 23.89	\$ 49,691.20	*
HEB Entry Level	\$ 20.04	\$ 41,691.10	
HEB After 4 Years	\$ 21.72	\$ 45,183.22	
ECA Entry Level	\$ 17.21	\$ 35,799.50	
ECA After 4 Years	\$ 17.52	\$ 36,442.22	
Cook	\$ 21.52	\$ 44,754.74	
Cook After 4 Years	\$ 22.36	\$ 46,511.50	
Kitchen Assistant (July 1 - Sept 30)	\$ 16.60	\$ 34,528.00	
Kitchen Assistant (Oct 1- Dec 31)	\$ 17.21	\$ 35,804.86	
Kitchen Assistant After 4 Years	\$ 17.26	\$ 35,906.62	

2025	1.0275		
Category	Base Rate	Annual Base Salary	
ECE Entry Level	\$ 22.05	\$ 45,864.00	*
ECE After 4 Years	\$ 22.94	\$ 47,715.20	*
ECE After 9 Years	\$ 23.89	\$ 49,691.20	*
HEB Entry Level	\$ 20.60	\$ 42,837.61	
HEB After 4 Years	\$ 22.32	\$ 46,425.75	
ECA Entry Level	\$ 17.68	\$ 36,783.99	
ECA After 4 Years	\$ 18.00	\$ 37,444.39	
Cook	\$ 22.11	\$ 45,985.49	
Cook After 4 Years	\$ 22.98	\$ 47,790.57	
Kitchen Assistant	\$ 17.69	\$ 36,789.49	
Kitchen Assistant After 4 Years	\$ 17.74	\$ 36,894.06	

2026	1.025		
Category	Base Rate	Annual Base Salary	
ECE Entry Level	\$ 22.05	\$ 45,864.00	*
ECE After 4 Years	\$ 22.94	\$ 47,715.20	*
ECE After 9 Years	\$ 23.89	\$ 49,691.20	*
HEB Entry Level	\$ 21.11	\$ 43,908.55	
HEB After 4 Years	\$ 22.88	\$ 47,586.40	
ECA Entry Level	\$ 18.13	\$ 37,703.59	
ECA After 4 Years	\$ 18.45	\$ 38,380.49	
Cook	\$ 22.66	\$ 47,135.13	
Cook After 4 Years	\$ 23.55	\$ 48,985.33	
Kitchen Assistant	\$ 18.13	\$ 37,709.23	
Kitchen Assistant After 4 Years	\$ 18.18	\$ 37,816.41	

*** not eligible for annual increase to base wage**

2024-2026 Daycare Wage Grid with Funding*

2024		1.03%				
Category	Base Rate	Annual Base Salary	PWE	GOG*	CWELCC*	Total Annual Salary*
ECE Entry Level	\$22.05	\$ 45,864.00	\$ 2.00	\$ 2.00	\$1.95	\$ 58,240.00
ECE After 4 Years	\$22.94	\$47,715.20	\$ 2.00	\$2.00	\$1.06	\$58,240.00
ECE After 9 Years	\$23.89	\$49,691.20	\$2.00	\$2.00	\$0.11	\$58,240.00
HEB Entry Level	\$20.04	\$41,691.10	\$2.00	\$2.00	\$-	\$50,011.10
HEB After 4 Years	\$21.72	\$45,183.22	\$2.00	\$2.00	\$-	\$53,503.22
ECA Entry Level	\$17.21	\$35,799.50	\$2.00	\$2.78	\$-	\$45,741.90
ECA After 4 Years	\$17.52	\$36,442.22	\$2.00	\$2.78	\$-	\$46,384.62
Cook	\$21.52	\$44,754.74	\$-	\$2.80	\$-	\$50,578.74
Cook After 4 Years	\$22.36	\$46,511.50	\$-	\$2.80	\$-	\$52,335.50
Kitchen Assistant	\$17.21	\$35,804.86	\$-	\$4.40	\$-	\$44,956.86
Kitchen Assistant After 4 Years	\$17.26	\$35,906.62	\$-	\$4.40	\$-	\$45,058.62

2025		1.0275%				
Category	Base Rate	Annual Base Salary	PWE	GOG*	CWELCC*	Total Annual Salary*
ECE Entry Level	\$22.05	\$45,864.00	\$2.00	\$2.00	\$2.95	\$60,320.00
ECE After 4 Years	\$22.94	\$47,715.20	\$2.00	\$2.00	\$2.06	\$60,320.00
ECE After 9 Years	\$23.89	\$49,691.20	\$2.00	\$2.00	\$1.11	\$60,320.00
HEB Entry Level	\$20.60	\$42,837.61	\$2.00	\$2.00	\$-	\$51,157.61
HEB After 4 Years	\$22.32	\$46,425.75	\$ 2.00	\$2.00	\$-	\$54,745.75
ECA Entry Level	\$17.68	\$36,783.99	\$2.00	\$2.78	\$-	\$46,726.39
ECA After 4 Years	\$18.00	\$37,444.39	\$ 2.00	\$2.78	\$-	\$47,386.79
Cook	\$22.11	\$45,985.49	\$-	\$2.80	\$-	\$51,809.49
Cook After 4 Years	\$22.98	\$47,790.57	\$-	\$2.80	\$-	\$53,614.57
Kitchen Assistant	\$17.69	\$36,789.49	\$-	\$4.40	\$-	\$45,941.49
Kitchen Assistant After 4 Years	\$17.74	\$36,894.06	\$-	\$4.40	\$-	\$46,046.06

2026		1.025				
Category	Base Rate	Annual Base Salary	PWE	GOG*	CWELCC*	Total Annual Salary*
ECE Entry Level	\$22.05	\$45,864.00	\$2.00	\$2.00	\$3.95	\$62,400.00
ECE After 4 Years	\$22.94	\$47,715.20	\$2.00	\$2.00	\$3.06	\$62,400.00
ECE After 9 Years	\$23.89	\$49,691.20	\$2.00	\$2.00	\$2.11	\$62,400.00
HEB Entry Level	\$21.11	\$43,908.55	\$2.00	\$2.00	\$-	\$52,228.55
HEB After 4 Years	\$22.88	\$47,586.40	\$2.00	\$2.00	\$-	\$55,906.40
ECA Entry Level	\$18.13	\$37,703.59	\$2.00	\$2.78	\$-	\$47,645.99
ECA After 4 Years	\$18.45	\$38,380.49	\$2.00	\$2.78	\$-	\$48,322.89
Cook	\$22.66	\$47,135.13	\$-	\$2.80	\$-	\$52,959.13
Cook After 4 Years	\$23.55	\$48,985.33	\$-	\$2.80	\$-	\$54,809.33
Kitchen Assistant	\$18.13	\$37,709.23	\$-	\$4.40	\$-	\$46,861.23
Kitchen Assistant After 4 Years	\$18.18	\$37,816.41	\$-	\$4.40	\$-	\$46,968.41

*based on continued government funding

LETTER OF UNDERSTANDING # 1

between

Schwartz/Reisman Centre, Daycare and Preschool

and

The Canadian Union of Public Employees, Local 5312

RE: Pandemic Response

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a “designated infectious disease” for the purposes of section 50.1 of the Ontario Employment Standards Act, 2000; and
2. The Government of Ontario has declared a state of emergency pursuant to the Ontario Emergency Management and Civil Protection Act which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above;
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree that:

1. The Employer is committed to continuing to work cooperatively with the Union in a fair and timely manner.
2. The Employer shall ensure that the Joint Health and Safety Committee (JHSC) is informed and actively involved during this time without limiting the duties under the Ontario Occupational Health and Safety Act (OHSA).
3. The Employer agrees to explore relevant government subsidy programs available.


The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.

RENEWED this 6th day of August 2025.

For the Employer

Jeanette Hyle

For the Union


Joyce Elijah (Aug 6, 2025 21:58:41 EDT)


Jeanne Smithers (Aug 5, 2025 13:55:59 EDT)

LETTER OF UNDERSTANDING # 2

between

Schwartz/Reisman Centre, Daycare and Preschool

and

The Canadian Union of Public Employees, Local 5312

RE: Anti- Harassment Policy/ Parent and Child Code of Conduct

The Employer agrees to notify the Union of any changes to the JCC Anti-Harassment Policy. Daycare employees and daycare management shall sign the policy on a yearly basis. Parents shall sign a "Parent and Child Code of Conduct" before they start in childcare and review/resign the policy as needed.

RENEWED this 6th day of August 2025.

For the Employer

Jeanette Hyde

[Signature]

For the Union

[Signature]

[Signature]

LETTER OF UNDERSTANDING # 3

between

Schwartz/Reisman Centre, Daycare and Preschool

and

The Canadian Union of Public Employees, Local 5312

RE: Technological Changes

Employees will begin using the new application when it is introduced and that proficiency through ongoing guidance, coaching and training will be gained while performing the function to the best of their ability until such point they are comfortable.

RENEWED this 6th day of August 2025.

For the Employer

Jeanette Hoyle

[Signature]

For the Union

[Signature]

[Signature]

LETTER OF UNDERSTANDING # 4

between

Schwartz/Reisman Centre, Daycare and Preschool

and

The Canadian Union of Public Employees, Local 5312

RE: Transition to Salary Compensation

During the transition to salary compensation from hourly compensation, the Employer shall make available: training on, support for, one-on-one review, and timely correction of errors of the payroll application and its reports; so that employees can access with full transparency all the details of the accuracy of their compensation. Such requests shall be made to the Finance Coordinator via email with a reasonable expectation of response time: tristan@prossermanjcc.com


DATED this 6th day of August 2025.

For the Employer


Jeanette Hoyle

J

For the Union



Joyce Eljah (Aug 6, 2025 21:58:41 EDT)



Jeanne Smithers (Aug 6, 2025 13:55:59 EDT)

NEW LETTER OF UNDERSTANDING # 5

between

Schwartz/Reisman Centre, Daycare and Preschool

and

The Canadian Union of Public Employees, Local 5312


RE: Calculating Part-time Staff Seniority


Rationale per Employer: Current practice is that part-time seniority is calculated on years of service ie from date of hire. We propose to keep this practice with an understanding that if a scenario presents such as layoffs or possible promotion to a full-time role with more than 2 Part Time candidates applying, we will calculate hours on an as needed basis. Union agreed subject to:

1. The language in the Collective Agreement 15.01 will stay as is.
2. It is agreed and understood that for practical purposes seniority for part-time staff is reflected on the seniority list by date of hire.
3. If a situation arises where the specific hours are needed e.g. layoff or promotion, it is agreed and understood the Employer will do a forensic analysis of hours dating back from 2019 when the Employer switched to Ceridian Dayforce for the purpose of calculating more exact seniority for the part-time staff in question.
4. The union reserves the right to bring forth scenarios where this calculation may be required.


AGREED this 6th day of August , 2025.


For the Employer





For the Union



Joyce Elijah (Aug 6, 2025 21:58:41 EDT)


Jeanne Smithers (Aug 6, 2025 13:55:59 EDT)
