

**COLLECTIVE AGREEMENT**

**Between**

**WEST END PARENTS DAY CARE CENTRE**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2484-13**

**Term: January 1, 2022 to December 31, 2024**

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## **ARTICLE 1 - PREAMBLE**

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

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) 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.
- 3) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 4) to maintain a high standard of care for the children and promoting their intellectual, physical and emotional development.
- 5) to encourage and promote co-operation and mutual support between day care workers, the employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for the day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care.
- 6) to encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.
- 7) to recognize that the Employer operates a major child care centre using a volunteer parent board which changes annually.
- 8) to acknowledge that West End Parents Daycare is a non-profit centre.
- 9) to promote the use of non adversarial approaches to the solution of problems, including proper communication and the use of the mechanisms established and set out in this Agreement.
- 10) to recognize the value and importance of the designation of "Registered Early Childhood Educator" and to respect the Code of Ethics, Standards and/or Guidelines for conduct established by the College of Early Childhood Educators. In that regard, the Employer will not require any RECE to act in contravention of the College's Code of Ethics and Standards of Practice.

**1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, efficiency and productivity;
- b) hire, promote, demote, classify, transfer and lay off employees;
- c) discharge, suspend, or otherwise discipline employees, provided that employees who have completed their probationary period will only be discharged or otherwise disciplined for just cause. Probationary employees shall not be disciplined or discharged for arbitrary or discriminatory reasons;
- d) to make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; and
- e) all rules and regulations must be applied equitably, and in a transparent manner including approval of hours worked for overtime and hours performed outside the workplace.

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedures.

### **2.02 Not Discriminatory**

The Employer shall exercise its rights in fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive any present employee of her/his employment, except through just cause.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2484-13 as the sole and exclusive collective bargaining agent for all of its employees save and except casual staff, supervisors/directors and persons above the rank of supervisor/director, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

### **3.03 Part-Time and Temporary (Contract) Employees**

This Collective Agreement is fully applicable to all permanent, part-time and temporary employees with the exception that Article 25.01 does not apply to employees who are regularly scheduled for fewer than fifteen (15) hours per week.

#### **Definition of Employees**

The term "Part-Time" when used in the Agreement shall mean an employee who regularly works less than fifteen (15) hours per week.

The term "Temporary (Contract) Employee" when used in this Agreement shall refer to a person who has been hired to replace a permanent employee as a result of a posting procedure described in 15.01 for up to eighteen (18) months or for a term of up to twenty-four (24) months under 22.19. The term "casual employee" when used in this Agreement shall mean an employee who is employed on either on "on-call" basis to relieve regular employees who are unexpectedly absent from work, or to fill short-term absences (to a maximum of three (3) months). Any leave longer than three (3) months will be posted as per the provisions of 15.01 and filled by a temporary (contract) employee.

### **3.04 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or her/his representatives, which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, ancestry, place of origin, colour, ethnic origin, religion, political activity, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, political affiliation, family relationship to adult working at the centre, place of residence, her membership or activity in the Union nor by any other grounds that are covered by the Ontario Human Rights Code.

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

### **5.01 Employees To Be Members**

As a condition of employment, all employees of the bargaining unit shall 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 who are members of the bargaining unit as defined in Article 3 shall become and remain members in good standing of the union within thirty (30) days of employment.

## **ARTICLE 6 - CHECK - OFF UNION DUES**

### **6.01 Check - Off Payments**

The Employer shall deduct from every employee any dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked - off as defined above. Upon request from CUPE, the employer will also submit contact information (addresses and phone numbers) for all bargaining unit members. The frequency of such requests will not be unreasonable.

### **6.02 Deductions**

Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary - Treasurer of the Union not later than the fifth (5th) day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

### **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union Dues paid for each Union member in the previous year.

## **ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

### **7.01 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.

### **7.02 Opportunity to Acquaint with Union**

Every new employee shall be given an opportunity to meet with a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her/his responsibilities and obligations to the Employer and the Union. The Union will provide the Employer with 48 hours' notice in order for the Employer to arrange appropriate/adequate coverage for the employee being interviewed.

## **ARTICLE 8 - CORRESPONDENCE**

### **8.01 Correspondence**

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, with copies to the Union's Regional Office in Toronto and the Steward at the Centre.

A copy of any correspondence between the Employer, or her/his 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 her/his designate.

## **ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9.01 Representation**

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 the names of its officers. Likewise, the Employer shall supply the union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **9.02 Union Bargaining Committee**

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

### **9.03 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.

### **9.04 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives 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. Such access cannot disrupt the program. Should the use of space other than the staff room be needed, such space may be set up at a mutually convenient time with prior arrangement with The Employer in order to investigate and assist in the settlement of a grievance.

**9.05 Meeting of Team**

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. However, such meeting must be held not later than twenty-one (21) calendar days after the request has been given.

**9.06 Time off for Meetings**

While meetings will normally be held outside of working hours, 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 without loss of remuneration.

**9.07 Technical Information**

Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans which are pertinent for collective bargaining purposes.

**9.08 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, Union meetings on topics related to employment to be held on the Employer's premises during the employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Centre. In the event that a separate permit is required, it is the responsibility of the Union to secure such a permit.

**ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER****10.01 Employer Shall Notify Union**

Any reports or recommendations of the Employer about to be made to the Municipal, Regional or Provincial governments or their respective advisory committees dealing with matters of day care policy and/or conditions of employment and which affect employees within this bargaining unit shall be communicated by the Employer to the Union within a reasonable amount of time in order to afford the Union a reasonable opportunity to consider them, and if deemed necessary, of speaking to them before they are dealt with by the respective government body. Similarly, any submissions prepared by the Union shall be given to the Employer to allow time for mutual discussion if desired.

**10.02 Copies of Resolutions**

Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees which affect the members of the Union and/or the general provisions of day care received by either party shall be maintained in an open file to which the employees have access.

**10.03 Board Meetings**

The Director will inform staff in advance of the date of the Board meetings. Attendance at Board meetings is on a voluntary basis, and employees receive no compensation for time so spent. Employees shall have a voice but no vote at all regular Board meetings.

**ARTICLE 11 - GRIEVANCE PROCEDURE****11.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly 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 her/his grievance in accordance with the grievance procedure.

**11.02 Unit Stewards**

There shall be one (1) Steward and one (1) alternate Steward for each unit or day care centre affected by this Collective Agreement and the Steward for each unit shall be listed in Schedule "C" of this Agreement. The Union shall notify the Employer in writing of any changes to this list.

**11.03 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. The Union recognizes that each Steward is employed full-time by the Employer and that she/he will not leave her/his work during working hours expect to perform her/his duties under this Agreement. Therefore, no Steward shall leave her/his work without previously notifying her/his Director. Time for Steward duties shall be granted within the next working day.

**11.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where the employee feels that the Employer has acted unjustly or improperly.

## **11.05 Settling of Grievances**

- i) Prior to initiating the formal grievance procedure, employees are encouraged to resolve, by informal discussion with the Director, any question as to the interpretation, application, administration or alleged violation of the agreement.
- ii) Each party to a grievance may be assisted or represented by representatives from their respective organizations or by counsel throughout the grievance-arbitration procedure.
- iii) The terms of settlement of any grievance, at any step, shall be put in writing and signed by the parties to the grievance.

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

### **Step 1**

The aggrieved employee(s) will submit the grievance to her/his Steward. If the employee's Steward is absent, she/he may submit her/his grievance to the alternate Steward. At each step of the grievance procedure, the grievor shall have the right to be present.

### **Step 2**

If the Steward considers a grievance to be justified, she/he will first seek to settle the dispute with the Director within thirty (30) working days of the event giving rise to the grievance, or within thirty (30) working days of when the employee was made aware of the event giving rise to the grievance.

### **Step 3**

Failing satisfactory settlement of the grievance within twenty (20) working days outlined in Step 2, the Steward may submit to the Director a written statement of the particulars of the grievance and the redress sought. The written statement may be submitted at any time during the thirty (30) working days outlined above. The Director will respond to the written grievance, in writing within ten (10) working days of the receipt of the written grievance.

### **Step 4**

Failing satisfactory settlement at Step 3, the Steward will submit the grievance to the Management Committee of the West End Parents Board of Directors within five (5) working days. The Management Committee shall give its response to the grievance within fifteen (15) working days of receipt of the written grievance.

### **Step 5**

If a satisfactory settlement cannot be reached at Step 4, the dispute may be taken to arbitration within twenty (20) working days of the date when the Management Committee of the Board of Directors issues a written response to the formal grievance.

All communication between the parties regarding grievances beyond Step 1 will be in writing.

**11.06 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, Step 2 of this Article may be by-passed.

**11.07 Union May Institute Grievances**

The Union shall have the right to initiate the grievance procedure on behalf of any Union member or group of Union members and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

**11.08 Grievance on Health and Safety**

An employee or group of employees who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

**11.09 Replies in Writing**

Replies to grievances, stating reasons, shall be given in writing once a written grievance has been submitted by the Union.

**11.10 Facilities for Grievances**

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

**11.11 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 Procedures.

**11.12 Technical Objections to Grievance**

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

## **ARTICLE 12 - ARBITRATION**

**12.01 Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the party indicating that the grievance mediation is terminated, the timeliness in the grievance procedure shall continue from the point at which they were frozen.

#### **12.02 Composition of Board of Arbitration**

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

#### **12.03 Failure to Appoint**

If the party receiving the notice fails to appoint an arbitrator or if the two (2) appointees 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.

#### **12.04 Arbitration Board Procedure**

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Arbitration 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.

#### **12.05 Decisions 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.

#### **12.06 Disagreement on Decisions**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decisions, which it shall do within five (5) days.

### **12.07 Expenses of the Board**

Each party shall pay:

- 1) the fees and expenses of the Arbitrator it appoints.
- 2) one-half (1/2) of the fees and expenses of the chairperson.

### **12.08 Amending of Time Limits**

The time limits fixed in both Grievance and Arbitration Procedures may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

**12.09** Notwithstanding Articles 12.02 through 12.08, the parties may agree to refer grievances to a single arbitrator and, where possible, agree to attempt to resolve through the mediation/arbitration process, which process will be discussed prior to the selection of the single arbitrator in each instance.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Principle of Innocence**

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiate a disciplinary action against an employee who has completed her/his probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.

Notwithstanding the above paragraph, probationary employees will have the right to file a grievance in the event they are discipline in accordance with Article 2.01.

### **13.02 Discipline Procedure**

The employee shall be notified in writing of the action and/or penalty and advised of her or his right to union representation. A copy of the Employer's notice shall be sent to the Local Coordinator and National Representative.

In the event an employee is suspended or discharged from employment, the Employer will pay the employee full wages and benefits for up to three (3) weeks following suspension or discharge from employment.

The Union and Employer agree to expedite mediation and ensure that an initial mediation date be set for not longer than three (3) weeks following the discharge.

If the Arbitration Board or the Grievance Commissioner upholds the decision of the Employer, the employee will be liable to repay the salary paid to the employee under this clause for time not worked.

**13.03 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent Grievance or Arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee. Any evidence acquired after the fact on which the Employer seeks to rely must be directly related to the grounds stated in the notice.

**13.04 Warning**

The Employer shall notify the employee, in writing of any expression of dissatisfaction which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to her/his work, within twelve (12) working days of the event of the complaint. The Employer shall only discipline an employee for just cause. Removal of warnings from file: see Article 13.10.

**13.05 Adverse Reports**

Whenever the Employer or his/her authorized agent deems it necessary to censure an employee in a manner which indicates that dismissal may follow any further infraction, or may follow if such employee fails to bring her/his work up to a required standard by a given date, the Employer will present the censure to the employee in written form. A copy shall also be forwarded to the Steward at the day care centre. The notice shall include particulars of the work performance that led to such dissatisfaction. If the procedure is not followed, such expression of dissatisfaction shall not become a part of her/his record of employment. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of her/his record. Removal of Adverse Reports from a file: see Article 13.10.

**13.06 Political Action**

No Employee shall be disciplined for participation in any political action(s) called by the Canadian Labour Congress, its affiliates or subordinate bodies.

**13.07 Right to Have Steward Present**

An employee shall have the right to have her/his Steward present at any discussion with representative(s) of the Employer, which the employee believes might be the basis of disciplinary action.

Where a Director or other Employer representative(s) intends to interview an employee for disciplinary purposes, the Director or representative shall notify the employee of that fact, sufficiently in advance of the interview. The Director or representative shall also advise the Steward of the interview, and make all necessary arrangements for the Steward (or her/his designate) to attend.

In the event that the Director or Employer make reasonable efforts to arrange for the interview to take place but are unable to do so within the time frame contemplated by Article 13.04 due to extenuating circumstances, neither the disciplinary process nor the subsequent

grievance process shall be invalidated, provided that the interview takes place at the earliest mutually-convenient time thereafter.

### **13.08 Access to Personal File**

Upon verbal request of the Director, an employee shall have the right at any time to have access to and review her/his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The Director or management representative shall be present while the employee examines her/his file.

### **13.09 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

### **13.10 Removal of Warnings and Adverse Reports**

With one exception, any disciplinary action that becomes part of an employee's record (including warnings, letters of reprimand or adverse reports) shall not be used against her/him after twelve (12) continuous/consecutive months clear of any further disciplinary actions.

If an employee takes a leave of absence for any reason, the leave will not be considered part of the above twelve (12) month period. Time of service counting toward the twelve (12) months of consecutive or cumulative service will be frozen when an employee commences any leave, and will resume when the employee returns to work following a leave of absence of any kind (including statutory leaves).

The only exception is any disciplinary action which becomes part of an employee's record (including letters of reprimand or adverse reports) as a result of an action on the part of an employee which is considered (by the Ministry of Social Services) to be, or result in, a "serious occurrence". This information shall remain on an employee's file for twenty-four (24) months, after which it may not be used against the employee in any way.

### **13.11 Standing with College of Early Childhood Educators**

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

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

The Employer recognizes the value and importance of the designation of "Registered Early Childhood Educator" and respects the Code of Ethics, Standards and/or Guidelines for conduct established by the College of Early Childhood Educators. In that regard, the Employer will not

require any RECE to act in contravention of the College's Code of Ethics and Standards of Practice.

## **ARTICLE 14 - SENIORITY**

### **14.01 Seniority Defined (Type of Seniority Unit)**

Seniority is defined as the length of service in the employ of the Employer and shall be used as set out other provisions of this Agreement.

### **14.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the day care centre in January of each year.

### **14.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for the greater of:

- a) for a period of six (6) months from the date of hiring, or
- b) ninety days worked.

After three (3) months, or 45 days worked, the Employer shall review the work performance of the employee and submit the evaluation to the employee. Days worked need not be consecutive for purposes of calculating the period of probation. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **14.04 Loss of Seniority**

An employee shall not lose seniority rights if she/he is absent from work because of sickness, disability, accident or lay-off. In addition, no employee shall lose seniority rights if she/he is on an approved leave of absence for not longer than eighteen (18) months. Any employee who is on an approved leave of absence or combined leaves for longer than eighteen (18) months shall accrue no seniority during that portion of the leave of absence which extends beyond the initial eighteen (18) month period. In addition, if an employee is granted two (2) or more leaves and they are separated by less than one (1) year of employment at the centre, than no seniority shall accrue during that portion of the combined leaves which exceed eighteen (18) months.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a vacancy occurs or a new position is created, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's retirement date. All other bargaining unit positions shall be filled within eight (8) weeks after the initial posting date unless otherwise agreed to, in writing, by both parties.

### **15.02 Information in Postings**

**Such notice shall contain the following information:**

Nature of position, qualifications, required knowledge and education, skills, shift and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to male and female applicants".

### **15.03 Union Preference**

Outside applications for any advertised bargaining unit vacancy shall not be considered until such time as applications of present Union members at the day care centre have been fully processed in accordance with this Article.

### **15.04 Role of Seniority in Promotions and Transfers**

Both parties recognize:

- 1) the principle of promotion with the service of the Employer.
- 2) that job opportunity should increase in proportion to length of service. Therefore, in making changes, transfers or promotions appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment.
- 3) the existence of split shifts is undesirable to both parties. Therefore, until such time as shifts are eliminated from Schedule "B", employees who have the required qualifications and who are working these shifts shall have the right to bypass the seniority provisions of Article 15.04 unless the other applicant has five (5) years seniority or more. If two (2) split shift employees apply for a posted position then seniority shall govern. This provision applies only to bargaining unit positions.
- 4) should the staff change/transfer or promotion result in what Management perceives as a major disruption for the centre, Management, in consultation with the Labour

Management Committee, reserves the right to delay the actual transfer for a period of up to three (3) months.

- 5) where a staff member is absent from work due to illness or vacation, staff members who are normally assigned split-shifts, within the absent co-worker's class/group, have the right to replace their absent co-worker. Any request for such temporary transfers must be made to the Director prior to casual staff being called.

#### **15.05 Trial Period for Promotions and Transfers of Internal Staff**

The successful applicant shall be notified within one (1) week following the end of the posting period. She/he shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she/he shall be returned to her/his former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

#### **15.06 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 a bulletin board.

#### **15.07 Transfer of Employees**

If it is necessary for an employee to be transferred to work with a different group of children, this shall not be done in an arbitrary or discriminating way. Employees may be transferred without notice to meet CCEYA requirements including Ratio coverage and to deal with emergency coverage, but will normally be given at least two (2) months notice of a transfer.

- 15.08** When new employees are hired, training and orientation will be provided by the Employer as necessary.

#### **15.09 Employee Assignment (Coverage)**

Provided the respective employee(s) has/have the necessary skills, qualifications and ability, where supply/casual employees are needed in the classroom and in the kitchen, the Employer will endeavor to assign senior employees to the classroom and less senior employees to the kitchen.

## **ARTICLE 16 - LAYOFFS AND RECALLS**

### **16.01 Definition of Lay-off**

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

### **16.02 Role of Seniority in Lay-offs**

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

Where senior employees do not accept lay-off, employees will be laid off in the reverse order of their seniority, always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Childcare and Early Years Act.

### **16.03 Recall Procedures**

Employees shall be recalled in order of their seniority except where a senior employee opts not to accept a recall for which a junior employee qualified, in accordance with the Childcare and Early Years Act, if required, is available.

### **16.04 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall. Recall privileges should remain in effect for two (2) years following the date of layoff.

### **16.05 Advance Notice of Lay-off**

Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not made available.

### **16.06 Grievance on Lay-offs and Recalls**

Grievance concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

## **ARTICLE 17 - HOURS OF WORK**

### **17.01 Regular Weekly Hours**

- a) The regular daily hours of work shall be seven (7) hours per day.
- b) The regular weekly working hours shall be thirty-five (35).

- c) Notwithstanding the overtime provisions of this Collective Agreement, weekly hours shall not exceed thirty-six (36) hours per week for those employees who work regular daily hours of seven (7) per day.
- d) Permanent employees who attend the bi-weekly staff meetings shall be paid at straight time for up to two (2) hours per meeting or be provided with two hours' lieu time.

### **17.02 Flexible Working Hours/Week**

During the life of this Agreement, flexible working hours may be introduced provided that:

- a) they are mutually agreed upon between the employee and the Employer, and
- b) the number of hours worked in the course of a week does not exceed the limits stipulated in Clause 17.01 above.

### **17.03 Working Schedule**

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The day care centre shall, after agreement with the respective unit executive of the Union, set forth the working schedule for the members of the Union working at the day care centre. The schedule shall be deemed to constitute Schedule "B" of this Agreement.

Recognizing that the Employer may need to adjust the start and end times of an employee's regular shift from time to time based on operational needs, the Employer will endeavour to provide at least two weeks' notice, except in exigent or unexpected circumstances.

An employee who is working a continuous seven (7) hour shift may thereafter be reassigned by the Employer to a split shift, with the understanding that split shifts are introduced to facilitate the scheduling and functioning of the daycare. The reassignment will not be made in an arbitrary or discriminatory manner.

### **17.04 Paid Rest Periods**

All employees who work three (3) or more hours a day shall be given a paid rest period of fifteen (15) minutes during their daily shift in an area made available by the Employer. Any employee who works a seven (7) hour shift shall be entitled to an additional fifteen (15) minute paid rest period during that shift.

### **17.05 Program Time**

Each program with more than 16 children shall be provided with two (2) hours of programming time per week where a maximum of two staff members (at least one of whom is a RECE) in the program will be scheduled for programming together. Clarity note: Each program will receive 4 hours total.

Each program with 16 or fewer children shall be provided with one and a half (1.5) hours of programming time per week where a maximum of two staff members (at least one of whom is a RECE) in the program will be scheduled for programming together. Clarity note: Each program will receive 3 hours total.

An additional two-and-a-half (2.5) hours per month, outside their normal work hours, shall be used for programming duties on site. Employees shall provide written notice of their proposed schedule for use of this programming time; such schedule shall be subject to the Directors approval or revision. Employees have a choice of taking such time as lieu time or straight pay.

In addition to program preparation, Program time may also be used for room maintenance and/or parent communication. A copy of the following weeks' curriculum or posted program plan must be given to the Director no later than Friday (6PM) for the following week.

The Cook shall receive one half-hour (0.5) program time per week, as mutually agreed by the Employer and the employee.

#### **17.06 Approval of Extra Time**

If an employee has a special request with respect to program-related activities, the Employer may approve and provide any necessary time to do so outside of regular programming time.

#### **17.07 Equipment for Programming**

To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectations of the Child Care and Early Years Act, as well as other work-related documentation, the Employer will ensure that computers in the staff lounge are available for employees programming purposes. Employees will have the option of using their own computer/tablet to complete their programming. The Employer agrees to ensure wi-fi access in the office and the staff lounge.

#### **17.08 When Employee is Absent**

In the event that an employee who is entitled to programming time is away from work for any reason, the programming time will not be lost and will be switched with a different room or passed to another qualified employee to program for that room.

## **ARTICLE 18 - OVERTIME**

#### **18.01 Overtime Rate**

Employees requested to work more than thirty-five (35) hours per week (excluding annual general meetings) shall be compensated in the following manner:

- a) overtime work in excess of thirty-five (35) hours per week but less than forty-four (44) hours per week shall be compensated at the base rate of pay.
- b) overtime work shall be compensated at a rate of time and one-half (1 1/2) for all hours in excess of forty-four (44) hours per week at the base rate of pay.
- c) All employees are expected to attend staff meetings and will be paid at straight time for the duration of each staff meeting they attend, for up to two (2) hours per meeting which will be held once per month.

**18.02 Minimum Overtime**

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

**18.03 Time Off in lieu of Overtime**

Employees will receive time off at the appropriate overtime rate (i.e. time or time and one half) at a time mutually agreed upon with the Employer for all hours worked over their normal work day to a maximum of fourteen (14) hours. All other overtime shall be paid at the appropriate overtime rate on the normal payroll.

**18.04 Assignment of Prescheduled Time Off**

When early shifts become available due to preplanned staff absences, employees who normally work a split shift shall be allowed the option of working the early shift. If there is no split shift in the room, the most senior full-time employee shall be allowed the option of working the early shift.

Employees who work less than thirty (30) hours will be offered additional hours available due to pre-scheduled staff absences (i.e. vacations, scheduled time off) prior to these hours being offered to casual staff. Additional hours under this provision will be offered to part-time staff; priority will be given to employees assigned to that room, followed by other part-time employees in accordance to their seniority where possible, taking into account the best interest of the program.

**ARTICLE 19 - HOLIDAYS**

**19.01 Paid Holidays**

The Employer recognizes the following as paid holidays according to the Municipal Government:

- |                |                        |
|----------------|------------------------|
| New Year's Day | Civic Holiday (August) |
| Good Friday    | Labour Day             |
| Easter Monday  | Thanksgiving Day       |

Victoria Day  
 Canada Day  
 Family Day

Christmas Day  
 Boxing Day

The observance of religious holidays will be permitted. Staff electing to take such time shall either take it without pay or use vacation time.

The Centre shall remain open during the Christmas/New Year's period when the children are out of school, but shall operate with a skeleton staff on those days. The number of staff required during this period shall be based on parent needs.

The day care shall close at 1:00 p.m. on Christmas Eve Day and 1:00 p.m. on New Year's Day when the Centre is open on those days.

**19.02 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, mutually agreed upon by the Union and the Employer, shall be deemed to be the Holiday for the purpose of this Agreement.

**19.03 Pay for Regularly Scheduled Work on a Holiday**

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the regular rate and shall receive another day off with pay at a time designated by the employee.

**ARTICLE 20 - VACATIONS**

**20.01 Length of Vacation**

An employee shall be entitled to vacation with pay in accordance with years of service as follows:

During years 0 through 4	3 weeks
After year 4	4 weeks
After year 9	5 weeks
After year 10	26 days
After year 11	27 days
After year 12	28 days
After year 13	29 days
After year 14	6 weeks

Employees who have less than one (1) year service shall only be eligible to use their actual paid vacation time earned during their first year of employment.

Probationary Employees shall receive nine (9) sick days at the beginning of their employment, and an additional nine (9) days at the end of their probation. Such time shall be earned at a rate of one and one half (1.5) days per month and any time used but not

earned will be reimbursed to the employer in the event that there is a termination of employment.

- a) Following the completion of twenty-five years (25) of employment: employees shall receive an additional two-week vacation which can be used at any future date. This additional two weeks is a one-time long service award, and is not an annual addition to the normal vacation allotment.
- b) For part-time staff, vacation pay will be calculated on a pro-rated basis, in accordance with actual time worked.

## **20.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls on or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employer and employee.

## **20.03 Vacation Pay on Termination**

An employee whose employment with the day care centre is terminated at any time in the vacation year shall be entitled to payment of salary or wages in lieu of any earned vacation leave.

If an employee is terminated, the Employer reserves the right to deduct from the employee's final pay cheque an amount equal to the unearned vacation leave taken by the employee.

## **20.04 Preference in Vacations**

In order to provide consistent care by permanent employees in each classroom, only one (1) employee in each classroom shall take vacation at any one time, unless previously agreed to by the Employer. It is understood that should more than one (1) employee in a given classroom desire the same vacation time, it will be determined according to seniority. After May 1<sup>st</sup> of each year, vacation shall be granted on a first come first served basis, according to the restrictions in each classroom, as described above. Once approved, vacations may only be changed with the consent of the employee and the Employer.

The Assistant Director will be available to replace the Director when the Director is on vacation, unless previously agreed to by the Employer. The Assistant Director will act as Designate when the Director is absent.

In order to provide consistent care and programming during March Break, PA/PD days, and summer vacation, staff members will provide the Employer with program plans one (1) week prior to their vacations, when they fall at these times of year.

Vacation requests for more than one (1) day made after May 1<sup>st</sup> must be made to the supervisor with a minimum of two (2) weeks' notice. The supervisor will provide a written response within two (2) weeks of the request, or within one week of the requested vacation start date, whichever is greater.

Request for use of a single vacation day will be made with a minimum of five (5) days' notice. The supervisor will provide a response to requests for single vacation days within twenty-four (24) hours of the request.

#### **20.05 Unbroken Vacation Period**

- a) Employees with 3 weeks or less vacation must use their vacation in at least 1-week' blocks. For employees with greater than 3 weeks' vacation, they must use 2 weeks as (at least) 1-week blocks, regardless of total vacation entitlement. The timing and approval of these "one-week blocks" is subject to the provisions of Article 20.04. The remainder of the employee's vacation entitlements may be taken as individual days, also subject to the requirements of 20.04.
- b) In the event that there is a conflict within a classroom with regards to the allotment of vacation, each employee shall receive an unbroken period of vacation up to a maximum of four (4) weeks.
- c) The Assistant Director will arrange her/his vacation in consultation with the Director, so that the Assistant Director will be on site when the Director is on vacation. Every effort will be made to accommodate the needs of both parties.

#### **20.06 Approved Leave of Absence During Vacation**

Where an employee qualifies for leave of absence as described in Article 22 during her/his period of vacation, or for sick leave requiring hospitalization, there shall be no deduction from the vacation credits for such absence. The Employer will request written confirmation of hospitalization. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, with the consent to the Employer and the employee.

#### **20.07 Maximum Annual Carryover of Vacation**

No employee shall carry over more than five (5) days' vacation from any previous year without the consent of the Employer.

Clarity note: Where employees have special circumstances that prompt a request for a carryover of more than five (5) days such request(s) must be made by November 1 of the current year, or else the request shall not be considered.

#### **20.08 Vacation Records**

An employee is entitled to be informed, upon request, of the balance of her/his vacation credits.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

### **21.01 Sick Leave Defined**

Sick leave is leave with pay granted to an employee because of illness or disability, exposure to a contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997, or because he or she is unable to work for any other reason allowed under the Personal Emergency Leave Provisions of the *Employment Standards Act, 2000*.

### **21.02 Sick Leave Bank**

Each employee's sick leave bank shall be credited with eighteen (18) days of sick leave as of January 1st of each year. New employees shall have their bank credited from the date of hire and the number of days in excess of ten (10) available to them in that calendar year will be pro-rated.

An employee earns sick leave at the rate of 1 1/2 days for each month during which she/he earned at least fifteen (15) days pay. Employees may earn a maximum of eighteen (18) days per year of sick days. As per Article 21.01, these sick days include any and all entitlement to Personal Emergency Leave days under the *Employment Standards Act, 2000*.

Although sick days are credited and available for use in advance, in the event that an employee's employment is terminated, or if an employee takes a leave of absence during that calendar year, the Employer is only liable to pay for the first two sick days, as well as any additional number of sick days earned at the rate outlined above. If more sick days have been taken than were earned, the Employer may deduct the equivalent monetary amount from the employee's final payment before termination ensues.

### **21.03 Accumulation of Sick Leave**

It is understood that unused sick days or accumulated sick bank have no cash value upon termination/resignation of employment.

The unused portion of an employee's annual sick leave shall accrue for her/his benefit to a maximum of one hundred (100) days, eighty-two (82) carry-over days and eighteen (18) days an employee is credited with in January of each year.

It is understood that the eighty-two (82) carry-over days are to be used in the event of a lengthy illness. A lengthy illness is anything over three (3) days in length, or a chronic illness. Both require a doctor's letter.

Employees may also use their accumulated sick bank whenever they have depleted their total yearly allotment of sick time.

Employees shall continue to receive benefit coverage while they are on sick leave.

**21.04 Illness in the Family**

Employees whose child(ren) have been hospitalized, shall be entitled up to an additional five (5) days per year.

**21.05 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. The number of hours that constitute a day shall be equal to the normal daily hours of the employee for that day.

**21.06 Proof of Illness**

An employee may be required to produce appropriate documentation to substantiate his or her use of sick leave.

When an employee returns to work, a letter from a medical practitioner certifying that an employee is able to carry out her/his duties may be required. Such discretion will not be exercised unreasonably.

**21.07 Sick Leave During Lay-Off**

When an employee is laid off on account of lack of work, she/he shall not receive sick leave credits for the period of such absence other than any entitlements that she/he would receive under the *Employment Standards Act, 2000*, but shall retain her/his cumulative credit, if any, existing at the time of such lay-off.

When the employee returns to work, sick leave credits will be allocated as required by the *Employment Standards Act, 2000* and/or on a pro-rated monthly basis from the date of return to work (i.e. one and one half (1 1/2) sick leave credits per month) for any days in excess of those days that would qualify as the minimum Personal Emergency Leave Days under the *Employment Standards Act, 2000*.

**21.08 Sick Leave Credits**

An employee is entitled to be informed, upon request made to the employer, of the balance of her/his sick leave credits.

**ARTICLE 22 - LEAVE OF ABSENCE**

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

**22.01 Negotiation Pay Provision**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This clause shall apply for a maximum of one (1) person per centre, and two (2) if the President of the Local is an employee of the Centre.

**22.02 Grievance and Arbitration Pay Provisions**

The aggrieved employee and the shop steward of the Union shall not suffer any loss of pay or benefits for the total time involved in the processing of a grievance from Step 2 on. Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

**22.03 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits and the Union shall reimburse the Employer for all employee costs.

**22.04 Leave of Absence for Full - Time Union or 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 candidate in Federal, Provincial or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay, but with no loss of seniority, during her/his term(s) of office.
- c) An employee who is elected or selected for full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay, but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her/his term of office.
- d) Where an employee is elected or selected for a full-time position with the Union, the Employer agrees to maintain the employee on payroll. The Union will compensate the Employer for all costs, including Employer contributions to CPP, EI, etc. For clarity, the Employer will not be responsible for WSIB premiums or Pension contributions related to or on behalf of the employee.

**22.05 Paid Bereavement Leave**

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, ward, fiancé(e) or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. Employees may have one additional paid day if the employee is organizing the funeral or functioning as executor of the will.

Where the burial occurs outside the province, such leave shall also include reasonable traveling time. The total paid leave shall not exceed five (5) working days.

Employees shall be entitled to one (1) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of an aunt, uncle.

## **22.06 Maternity, Paternity and Adoption Leave as a Right**

Maternity leave, paternity leave and adoption leave shall be granted as a right after a term corresponding with the requirements and recommendations of the Employment Standards Act of Ontario.

The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

The employee will inform the Employer at least one (1) month in advance of the desired and anticipated start date of the leave.

On request, an employee requesting a paternity leave will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery.

## **22.07 Length of Maternity, Paternity or Adoption Leave**

- a) the length of maternity, paternity or adoption leave shall be as set out in the *Employment Standards Act, 2000* or successor legislation. Maternity, paternity or adoption leave is a leave of absence without pay, except as provided in subsections (b) and (c) below;
- b) the Employer will participate in the Canada Employment and Immigration Commission Supplementary Unemployed Benefit (SUB) Plan for a maximum period of fifteen (15) weeks. The Employer shall pay up to twenty percent (20%) of the employee's normal weekly earnings;
  - i) employees must apply for and be in receipt of E.I. Benefits before SUB becomes payable, except if non-receipt of E.I. Benefits is due to a) serving the E.I. waiting period, b) insufficient insured weeks to qualify for E.I. or c) entitlement to E.I. has exhausted.
  - ii) the Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change. [E.I.R.57(13) (h)]
  - iii) employees do not have the right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan. [E.I.R.57 (13) (h)]
  - iv) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan. [E.I.R.57(13) (i)]
  - v) SUB payments will be financed by the Employer. The Employer agrees to keep a separate accounting on SUB payments.

- vi) each employee, prior to receiving SUB payments from the Employer, shall provide the Employer with a E.I. benefits stub.
- vii) there are approximately fifteen (15) employees covered under the SUB plan.
- c) if a male employee does not participate in E.I. parental leave component of the ten (10) weeks, the first two weeks of paternity leave shall be at full pay.

**22.08 Employer Payment of Employee Benefits During Maternity, Paternity or Adoption Leave**

While on maternity, paternity, or adoption leave an employee shall retain her/his full employment status and the Employer shall continue to pay the cost of employee benefit plans described in Article 25.

**22.09 Procedure Upon Return from Maternity, Paternity or Adoption Leave**

When an employee decides to return or not to return to work after maternity, paternity or adoption leave, she shall provide the Employer with at least four (4) weeks' notice. On return from maternity, paternity or adoption leave, the employee shall be placed at least in her/his former position. If the former position no longer exists, she/he shall be placed in an equivalent position.

**22.10 Paid Jury or Court Witness Duty leave**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves a juror or 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 for a maximum of four (4) weeks.

The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of her/his employment shall be considered as time worked at the appropriate rate of pay.

**22.11 Special Leave**

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<b>Reason</b>	<b>Annual Leave of Absence</b>
Moving own household	- one (1) day
* Mental Health days	- one (1) day every 2 months, to a maximum of 6
Formal hearing to become a Canadian citizen	- one (1) day

An employee shall be entitled to leave of absence with pay to write examinations to upgrade her/his employment qualifications pertinent to present employment.

\* Mental Health Days - One (1) day every two (2) months to a maximum of six (6) days per year. These days do not carry over into the next year. Mental health days are to be granted at the discretion of the Director. They do not carry over from two-month period to two-month period. Mental health days are for the express purpose of aiding employees who are feeling they need a mental break from the workplace and days are not intended to be taken as holidays, however, an employee may request to use his/her entitlement for the two (2)-month period to add a day on at the beginning or end of a vacation.

Where Employees give five (5) days notice, the director will provide a written response within seventy-two (72) hours of requests for mental health day. It is understood that this does not apply for emergencies or in the event that an unforeseeable event arises.

### **22.12 General Leave**

An employee shall be entitled to leave without pay and without loss of seniority (as per 14.04), subject to approval by the Employer. Such request shall be made in writing and approval shall not be withheld without just cause. Upon return from a general leave of absence an employee shall be returned to her/his former job classification and when possible, to former hours of work (shift).

If the purpose of the leave of absence changes at any time during the term of the leave, the employee shall submit to the Employer a written explanation outlining the changes. At no time shall an employee take a leave of absence to another job unless this is specified by the employee and approved by the Employer. General leaves will not exceed eighteen (18) months.

### **22.13 Leave for Diseases and Conditions Harmful to Pregnancy**

A pregnant employee shall receive an immediate leave of absence in the event that a known or suspected case of German Measles or any other disease or condition which would be harmful to pregnancy occurs in the day care centre. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a period of two (2) weeks.

### **22.14 Leave Without Pay**

An employee is not entitled to any leave with pay during periods when she/he is on leave without pay.

### **22.15 Domestic Violence**

The Employer agrees to recognize that employees sometimes face situations of violence of abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will be given special consideration in regards to discipline due to performance or absence

issues. The employee may be requested to provide proof that such issues are linked to the abusive or violent situation.

#### **22.16 Family Caregiver Leave (ESA S.49.3)**

In addition to any provision of this agreement that may provide for a leave that might be used as Family Caregiver leave (such as Article 21.02), the following clause is applicable to all employees regardless of length of service and regardless of whether full-time, part-time, or temporary:

- (a) Family caregiver leave will be granted to employees to care or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. Employees shall be granted up to 8 weeks of unpaid leave per calendar year per family member in accordance with Section 49.3 of the *Employment Standards Act, 2000*.
- (b) An employee on family caregiver leave shall continue to accumulate seniority and service for all purposes.
- (c) An employee on family caregiver leave shall be reinstated to his/her former duties upon his/her return from leave.
- (d) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 25, which the employee would otherwise be entitled to.

#### **22.17 Critically Ill Child-Care leave (ESA S. 49.4)**

In addition to any provision of this agreement that may provide for a leave that might be used as a leave to care for or support a critically ill child (such as Article 21.04), the following clause is applicable to all employees who have been employed for at least six (6) consecutive months.

- (a) Employees shall be granted up to 37 weeks of unpaid leave to care or support a child whose life is at risk as a result of an illness or injury in accordance with section 49.4 of the *Employment Standards Act, 2000*.
- (b) An employee who is on Critically Ill Child Care Leave shall continue to accumulate service and seniority for all purposes.
- (c) An employee on Critically Ill Child Care Leave shall be reinstated to their former position upon his/her return from leave.
- (d) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 25.01 which the employee would otherwise be entitled to.
- (e) The Employer agrees to advise employees who are planning to take this leave that parents who take leave from work to provide care or support to their

critically ill child may be eligible to receive Employment Insurance (EI) special benefits for Parents of Critically Ill Children.

## **22.18 Leaves Available under the Employment Standards Act**

Employees will also be eligible for leaves of absence under the *Employment Standards Act, 2000*, provided the necessary pre-conditions outlined in the *Employment Standards Act, 2000* are met. These leaves include:

- 49.1 Family medical leave
- 49.2 Organ donor leave
- 49.5 Crime-related child death or disappearance leaves
- 50. 0 Personal emergency leave
- 50.1 Emergency leave, declared emergencies
- 50.2 Reservist leave

- 50 An employee who is on ESA Leave shall continue to accumulate service and seniority for all purposes.
- 51 An employee on Leave shall be reinstated to their former position upon his/her return from leave.
- 52 The employee and employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 25, which the employee would otherwise be entitled to.
  - (f) The Employer agrees to advise employees who are planning to take this leave that parents who take leave from work to provide care or support to their critically ill child may be eligible to receive Employment Insurance (EI) special benefits for Parents of Critically Ill Children.

## **22.19 Education Leave**

Requests for education leave without pay must be submitted to the Executive Director, in writing, upon application to the program and provide the Executive Director with proof of acceptance within ten (10) days of acceptance.

The Employer agrees that Employees shall be entitled to up to two years' unpaid leave of absence for this purpose, where the leave is for:

- Full time enrolment in the ECE Diploma Program; or
- Full time enrolment in a university-level Bachelor's degree program in early childhood education.

Or Full time enrolment in an ECE related program, where approved as such by the Executive Director.

Such leave shall be granted pursuant to the following schedule:

After three (3) years of seniority, an Employee is entitled to an unpaid leave of absence, up to two (2) years.

On return from their first leave of absence, they are required to accumulate another five (5) years of seniority before they can request a second unpaid leave of absence, up to one (1) year.

Such leave shall be approved by the Executive Director and such approval shall not be unreasonably withheld, but only one such leave will be granted at any one time. For the purpose of this Article, the calculation of seniority will not include the time the Employee is on the unpaid leave of absence.

If the employee wishes continuation of extended health benefits under Article 25.01 during such leave, it will be her/his responsibility to pay the total cost of these group insurance benefits during the Education Leave. Such arrangements must be made directly with the Benefits Provider, as per the insurer's requirements.

The Employee shall be entitled to return to their former position, or, in case of layoff, to another position according to Article 16.

#### **22.20 Advocacy**

Upon request from the Union, the Employer agrees to maintain membership and/or make a donation to childcare advocacy groups. Such membership/donations will not exceed \$600 in cumulative total per calendar year.

### **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

#### **23.01 Pay Days**

The Employer shall pay salaries every second Thursday for the two (2) week period ending the previous Friday and in accordance to Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of her/his salary, overtime and other supplementary pay and deductions.

#### **23.02 Direct Deposits**

The Employer will register in a direct deposit system to provide staff with their pay cheques in accordance with the Collective Agreement.

#### **23.03 Equal Pay for Work of Equal Value**

Employees shall receive equal pay for work of equal value, regardless of gender.

### **23.04 Rate of Pay on Promotion or Reclassification**

- a) An employee assigned, promoted or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position from the first day for the time she/he performs that job.

For clarity, this refers to the work required of the replacement (as allowed by the CCEYA) for that temporary period, and not the qualifications held by either employee.

The employee shall have the right to refuse the offer and remain in her/his current position.

If the employee is assigned by the Employer to the extra hours/shift (i.e. is directed rather than offered) then the employee shall be paid at the higher rate of pay.

- b) Where an employee classified as a Float is required to supervise a room, without an ECE, for more than one half (1/2) hour, they shall receive the higher of their rate or the entry level non-ECE rate.
- c) If the Assistant Cook/Housekeeper is required to provide ratio support she/he shall be paid at the rate of that classification (ratio support) for all time spent in that capacity.

### **23.05 Pay on Transfer - Lower Rated Job**

When an employee is temporarily assigned to a position paying a lower rate, her/his rate shall not be reduced.

### **23.06 Mileage Allowance**

Mileage rates paid to an employee using her/his own automobile for the Employer's business shall be as follows:

- a) forty cents (\$.40) per kilometer. All mileage shall be calculated from the first day to the last day of each calendar month.
- b) the allowance shall cover travel to and from the employee's place of residence for home visits for all travel outside the normal workday.

### **23.07 Paid Medical Leave**

An employee shall be allowed paid leave of absence in order to attend to medical examinations requested by the Employer. Such paid leave of absence shall include any costs incurred by reason of physician's fees that are not covered by benefit plans as provided for in the Collective Agreement.

**23.08 Absence of Director**

When no member of management is present, the Assistant Director will be designated "in charge" to conform to the CCEYA. The Assistant Director will continue to perform her/his three (3) hour shift in the office as Assistant Director and for the duration of her/his shift will act as the Designate while performing her/his daily duties (as has been common practice thus far) in her/his assigned room.

If the Assistant Director cannot be on site, the next most senior staff person will be designated "in charge". In that case, an extra two (\$2.00) dollars per hour will be paid to the staff person performing this responsibility. Designate pay will start immediately upon the designation taking effect and will continue until the Assistant Director or a member of management arrives.

Should the Employer choose to temporarily replace the Director in situations where the Director is not available by phone -e.g. to cover vacation or sick absences – by transferring the Assistant Director or a Designate from regular duties to the performance of full office and Director responsibilities for a full (7 hours) day, the Assistant Director or Designate will be paid an additional four (\$4.00) dollars per hour over and above her/his regular pay. However, compensation for this function shall never exceed the hourly rate of pay paid to the Director.

**23.09 Vulnerable Sector Check**

The Employer will be limited to requiring vulnerable sector police checks that are required by the Child and Family Years Act 2014 and shall incur all costs related to any police checks an employee may be required to obtain. Employees will be responsible for meeting any other conditions imposed by the CCEYA with respect to police record checks, including making any necessary declarations or statements.

**23.10** In the event that they are not called in to work but would otherwise be scheduled to work on that day, employees shall receive full pay and benefits for any work days when the centre is closed due to emergencies, or school closures.

Clarity Note: Employer can still require employees to attend work to attend to other tasks even if Centre is closed due to emergencies or school closures, provided that doing so would not pose a health risk or otherwise be a hazard as defined by the Occupational Health and Safety Act.

**ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION****24.01 Job Description**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days.

**24.02 No Elimination of Present Classification:**

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

**24.03 Changes in Classification**

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

Future vacancies may be filled through attrition with either RECE or non ECE staff at the discretion of the Employer, while ensuring that CCEYA requirements are met. No RECE staff shall be laid off in order to hire non ECE staff.

**ARTICLE 25 - EMPLOYEE BENEFIT PLAN****25.01 Employer Contribution to Hospital & Medical Insurance**

Upon completion of three (3) months employment, the Employer shall pay one hundred percent (100%) of the cost of the OCBC Plan B. The Employer shall also reimburse employees, not including family members, for the cost of eyeglasses up to an additional one hundred dollars (\$100) every two years upon receipt and insurance reimbursement form. During the life of the contract, where the parties agree, there may be a change of carrier, so long as the benefits provided are equivalent to the current level of benefits provided. Such agreement shall be made in writing.

**25.02 Pension Plan**

The Employer agrees to participate in the Multi Sector Pension Plan effective June 1, 2005. Both Employer and Employees will contribute three percent (3%) of base wages (including Pay Equity) into the Plan.

After five hundred (500) hours of employment, the Employer/employees agrees to participate in the Multi Sector Pension Plan. Both Employer and Employees will contribute three percent (3%) of base wages (including Pay Equity) into the Plan.

**25.03 Workers Safety Insurance Board (WSIB)**

The Employer agrees to provide coverage under the W.S.I.B. benefits for all employees.

For clarity, an employee receiving payment for a compensable injury under Workers' Compensation/WSIB shall accumulate seniority and service. While on Workers'

Compensation/WSIB, the Employer shall continue to pay its share of all extended health insurance premiums for employee benefit plans.

## **ARTICLE 26 - HEALTH AND SAFETY**

### **26.01 Co-operation on Safety**

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

### **26.02 Health and Safety Clothing and Equipment**

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

### **26.03 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where she/he believes that it would be unsafe or unhealthy for herself/himself, an unborn child, children in care, or where it would be contrary to the applicable Federal, Provincial or Municipal Health and Safety Legislation or Regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

### **26.04 Right to Monitor and Inspect**

The Bargaining Unit Health and Safety Rep or Designate shall have the right to participate in the monitoring of the work place for potential health and safety problems and to accompany government inspectors on inspection tours.

### **26.05 Injury Pay Provision**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at her/his regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

An employee who has received payment under this section and who is unable to schedule subsequent treatment outside of working hours shall receive pay for time necessarily spent for further medical treatment of the injury subsequent to the day of the accident.

**26.06 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the Employer.

**26.07 Health and Safety Grievance**

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the Grievance Procedure and Step 2 of the Grievance Procedure may be by-passed.

**26.08** The Employer and worker rep will develop an emergency plan that will includes earthquakes, and other serious occurrences as identified by the staff within 3 months of ratification. Such plan will be presented and discussed with the bargaining unit at a staff meeting, and any training which may be needed will be set up within three months of the staff meeting.

**ARTICLE 27 - JOB SECURITY**

**27.01 Restrictions on Contracting-out**

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

**27.02 Severance**

When the employer ceases operations completely, permanent employees shall receive 1 weeks pay for every year of service (to a maximum of 12 weeks), and twelve (12) weeks' notice.

**ARTICLE 28 - UNION LABEL**

**28.01 Union Label**

In order that the general public shall be aware of the benefits of a unionized public service, the CUPE Union Label shall be displayed as prominently as possible through the service.

**ARTICLE 29 - CHILD/ADULT RATIO**

**29.01** The Employer and the Union agree that a reasonable ratio of adults to children in a day care centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees to abide by the Child Care and Early Years Act, as a minimum standard.

In the case of home day care, the ratio of children to home visitors shall not exceed the appropriate group.

Employees who wish to enroll their children in the Centre shall be entitled to the first available space in the appropriate group. There shall be a five thousand dollar (\$5,000) per year childcare pool to be shared between all eligible staff with a child or children at West End Parents Day Care. \$5,000 is the maximum amount available to the staff per year any payment to eligible staff member will be made retro actively (i.e., after each calendar year of care). The Union and Employer will work on a formula of how the pool will be equitably divided and paid out.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.01 Proper Accommodation**

An employee lounge and locked storage space for personal belongings shall be provided.

Employees shall also have access to the Internet through WIFI and at least one computer to be located in the permanent employee lounge attached to the office.

The Employer shall ensure that employees have access to locked space at the satellite location for the purposes of securing their personal effects.

### **30.02 Bulletin Boards**

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

### **30.03 Letter of Employment**

On termination of employment for any reason, the Employer shall provide a letter of employment on request.

### **30.04 Professional Development Day**

**a)** Employees may take advantage of up to take a minimum of two (2) professional development opportunities. The topic and use of these days will be recommended and or/approved by the Director, and will be related to the employee's annual performance review.

Employees who attend weekend or evening professional development shall be entitled to lieu time up to a maximum of three (3) working days in a twelve (12) month period.

Employees who attend professional development opportunities during normal working hours shall be paid for their time up to a maximum of three (3) working days (at the employee's regular hours) in a twelve (12) month period.

The employer will pay one hundred percent (100%) of the costs of any fees (i.e. course fees, material or lab costs, parking) associated with the Professional Development, up to a maximum of five hundred dollars (\$500) per staff member per twelve (12) month period. The discretion of the Director shall not be exercised unreasonably.

- b)** The Employer will cover the cost of the fees/registration for employees who are required to hold a license and/or register with the College of ECE. This cost is not counted toward the employee's professional development monies in a) above.
- c)** The Employer will arrange for and cover the cost of "in-house" First Aid/CPR for all employees required to take the course. The Employer will do so on paid time or provide lieu time for all hours in the course if scheduled by the Employer outside working hours. The cost of this training is not counted toward the employee's professional development monies in a) above.

Employees who do not attend "in-house training" will have their costs covered by offsetting this cost against their respective Professional Development monies, and be provided any available lieu time left as per 30.04 (a) above, but will not receive any other compensation. This is in addition to the amount of time and money allotted in (30.04) Professional Development Leave. The employer will organize the training and provide the space.

30.05 The Assistant supervisor's shift shall offset the Directors to avoid overlapping absences. Both the Director and Assistant supervisors' hours shall be posted on the office door at the beginning of their work week.

During field trips and when staff are walking children to school, either the director or the assistant supervisor will be available and if possible, away from classroom duties.

In the event both are off site then a cell number will be available for contact at all times. This number currently accompanies the staff on their trip and walks and is current practice.

30.06 **Student Teacher**

There shall be a maximum of two (2) student-teachers per teacher per year. Employees who are acting as supervising/support teachers shall be entitled to use one (1) hour per student for preparation time to prepare reports and evaluations.

## **ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS**

**31.01 Present Conditions to Continue**

All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive or possess shall continue, in so far as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

**31.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Parties shall remain in existence. In such an event, this Agreement shall be re-opened for negotiation.

**ARTICLE 32 - COPIES OF THE AGREEMENT****32.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. For this Union shall provide, at his own cost, sufficient copies of the Agreement.

**32.02** It is agreed by both parties that the timely preparation of documents arising from negotiations is an important part of Collective Bargaining. All Memorandums of Settlements and Letters of Understanding will be prepared and delivered for signing within ten (10) working days from the date of ratification. Both parties will then sign the documents within ten (10) working days. In the case of the Collective Agreement, the document will be prepared and delivered within thirty (30) working days. The Parties will meet to proofread and sign the contract within twenty (20) working days of the document being delivered, unless otherwise agreed to in writing by the parties. Where errors are found to exist, a new draft will be prepared within twenty (20) working days of the meeting. The parties will meet to follow-up and sign the contract within ten (10) working days of the revised document being delivered.

**ARTICLE 33 - GENERAL****33.01 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

**ARTICLE 34 - TERM OF AGREEMENT****34.01 Duration**

This Agreement shall be binding and remain in effect from January 1<sup>st</sup> 2022 to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31<sup>st</sup>, in any year, that it desires its termination or amendment.

**34.02 Changes in Agreement**

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

**34.03 Retroactive Pay for Terminated Employees**

An employee who has severed her/his employment between the termination date of this Agreement and the effective date of the new Agreement will receive the full retroactivity of any increase in wages, salaries or other perquisites.

**34.04 Retroactivity**

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

## SCHEDULE "A"

In addition to a signing bonus of 3% of 2022 wages for all classifications, the parties agree that wage increases will be as follows over the course of this renewal Collective Agreement:

- 2022 – Increase for all classifications equal to 3% of wages
- 2023 – Increase for all classifications equal to 1.5% of wages
- 2024 – Increase for all classifications equal to 4% of wages

\*Increase hours for kitchen assistant to four (4) hours per day, but ensure that current staff can retain hours until they move to FT position.

\*The Employer will train or recruit new cooks for replacement duties.

2022

salary scale					
	Level 1	Level 2	level 3	Level 4	Level 5
Asst Director	31.21	31.83	32.47	33.12	34.38
RECE	29.93	30.53	31.14	31.76	33.04
Non ECE	24.26	24.75	25.25	25.76	26.78
Float	18.10	18.46	18.83	19.21	20.17
Trained Cook	25.25	25.76	26.28	26.81	28.14
Asst cook/housekeep	18.10	18.46	18.83	19.21	20.17

2023

salary scale					
	Level 1	Level 2	level 3	Level 4	Level 5
Asst Director	31.68	32.31	32.96	33.62	34.90
RECE	30.38	30.99	31.61	32.24	33.54
Non ECE	24.62	25.11	25.61	26.12	27.18
Float	18.37	18.74	19.11	19.49	20.47
Trained Cook	25.63	26.15	26.66	27.20	28.56
Asst cook/housekeep	18.37	18.74	19.11	19.49	20.47
RECE Float	?				

2024

salary scale					
	Level 1	Level 2	level 3	Level 4	Level 5
Asst Director	32.95	33.61	34.28	34.97	36.30
RECE	31.60	32.23	32.87	33.53	34.88
Non ECE	25.60	26.11	26.63	27.16	28.27
Float	19.10	19.48	19.87	20.27	21.29
Trained Cook	26.66	27.20	27.73	28.29	29.70
Asst cook/housekeep	19.10	19.48	19.87	20.27	21.29

**\*\* Wage grids do not include pay equity adjustments**

## **LETTER OF UNDERSTANDING #1**

**~between~  
West End Parents Daycare Centre ~  
and  
CUPE and its LOCAL 2484-13**

### **Job Sharing**

Any two employees may participate in a job-sharing arrangement on the following conditions:

- a) all employees participating in job sharing shall remain members of CUPE Local 2484 and shall be covered by all the terms and conditions of the Collective Agreement, except as modified herein;
- b) the terms of the job-sharing arrangement shall be agreed upon by the Union, the Employer and the participating employees as follows:
  - i) the hours of work of each employee shall be clearly defined;
  - ii) the wages of each employee shall be proportioned to the hours worked and shall be explicit in the agreement; and
  - iii) the agreement shall also provide for the distribution of the paid holidays in Article 19, the vacation entitlement in Article 20, the Health and Welfare Benefits in Article 25, the sick leave in Article 21, the mental health and special leave days outlined in section 22.13 and the professional development days outlines in Article 30.04;
- c) it is intended that the terms of the job-sharing arrangement as outlines in subsection (b) above be distributed equitably and, wherever possible, on a pro-rated basis in accordance with hours worked;
- d) in no event shall the combined benefits exceed those provided to an individual employee;
- e) there will be no more than one job sharing position allowed per room; and
- f) if either employee ceases job sharing, for whatever reason, that employee must give the Employer and the Union four (4) weeks' notice. The remaining employee shall resume the full-time hours of work to maintain the position if no other current employee is willing to share the position.

## **LETTER OF UNDERSTANDING #2**

~between~

**West End Parents Daycare Centre**

~and~

**CUPE and its LOCAL 2484-13**

### **GRANTS AND SUBSIDIES**

Recognizing that government operating grants of various types ("Additional Funding") currently form part of the total salary for many of the bargaining unit employees, and that additional subsidies or funding may come available to the Employer from time to time, the Employer agrees that it will distribute any and all grant/subsidy money equitably, subject only to any guidelines or restrictions set for by the Granting Agency and/or Funder and as negotiated with the Union.

The Employer further acknowledges that, should the names, descriptions or style of distribution for the Additional Funding change - as long as there is no decrease in overall funding for wages - it will not decrease the total wages of the employees.

## **LETTER OF UNDERSTANDING #3**

~between~

**West End Parents Daycare Centre**

~and~

**CUPE and its LOCAL 2484-13**

### **LABOUR MANAGEMENT COMMITTEE**

Recognizing that the grievance mechanisms of the Collective Agreement may not always be the appropriate avenue to address issues that arise during the course of an employee's employment, the Employer and Union agree to the establishment of a Labour Management Committee. This Committee will consist of two (2) bargaining unit employees and two (2) parent volunteers. It is understood that the Union will select the bargaining unit members for this committee. The parent volunteers do not necessarily have to be members of the Board of Directors but in any event will not include the Chair of the Board.

Where an employee has a concern or idea that stems from employment but is not related to discipline, the employee(s) can bring the issue to the Committee for consideration and discussion. It is agreed and understood that the communication from bargaining unit employees will be communicated through the bargaining unit employees (selected by the Union).

The Committee will then report and/or make its recommendation(s) to the Board of Directors, who will make any decision and/or take any action they deem necessary in the circumstances, in a manner consistent with the Collective Agreement. At the same time the committee report is forward to the Board of Directors, it will also be forwarded to the Union Stewards.

It is understood that this Letter of Understanding does not restrict the current Collective Agreement rights of the Employer or the Union, and that this Letter of Understanding does not override the provisions of the Collective Agreement, including (but not limited to) the Grievance and Arbitration procedure.

## **LETTER OF UNDERSTANDING #4**

**~between~**

**West End Parents Daycare Centre**

**~and~**

**CUPE and its LOCAL 2484-13**

### **SHIFTS**

1. The parties agree to establish a joint committee to review the possibility of introducing rotating shifts in the workplace. The committee will include two (2) representatives from the Employer and two (2) representatives from the Union.
2. The Employer will provide all pertinent information that will allow the committee to complete an evaluation of available options, including but not limited to, actual shifts for each classification (including program, actual hours/daily and weekly).
3. Either party will have the right to introduce proposals, based on the analysis of the committee, during the next round of bargaining.

## **LETTER OF UNDERSTANDING #5**

~between~

**West End Parents Daycare Centre**

~and~

**CUPE and its LOCAL 2484-13**

### **ANTI-HARASSMENT-VIOLENCE POLICIES**

1. The parties agree to jointly review the Employer's Anti-Harassment Policy(ies) and Anti-Violence Policy(ies) during the term of the Collective Agreement. A joint committee will be established, including two (2) representatives from the Employer and two (2) representatives from the Union.
2. Recommendations will be developed through consensus. If there is no consensus with respect to an issue, it will not be represented as a recommendation of the joint committee. Any recommended changes will be submitted to the Employer, the Union, Union Health and Safety Representatives, and the Board of Directors of West End Parents Day Care Centre. The Union and the Employer will have the right to have any recommendations reviewed to ensure legal compliance.
3. Notwithstanding paragraph 2 above, it is agreed that the policies will be amended to include the following language:

*Where a harassment or violence complaint is made by any employee (bargaining unit or non bargaining unit), board member, or parent, the person against whom the complaint is made will not have a role in conducting any investigation, other than participating in their own interview. There will not be any audio or video recording of interviews.*

## **LETTER OF UNDERSTANDING #6**

**~between~**

**West End Parents Daycare Centre**

**~and~**

**CUPE and its LOCAL 2484-13**

### **Re: Opening/Closing Procedure**

There are 2 staff responsible for closing the centre each day and with the children should a parent be late.

There is a rotating schedule for all closing staff/shifts outlining who is responsible each week. In the absence of either, there is always an alternate listed. It is responsibility of the staff assigned to close to contact and make arrangements with the alternate when a change is required (except for illness) as well as make Management aware of the change.

The rotating schedule will be posted outlining the schedule 2 months in advance. 15 minutes of paid time will be given to close the centre. The duties will be provided by the employer in writing.

In the event a child is picked up after the established closing time, staff will record the time that the child was picked up in a "late fee log book" and have the parent sign or initial the pickup time. The employer will address any late pick-up fees directly with the parents/families. Employees will be compensated at the rate of pay under the Collective Agreement (at the applicable straight time or overtime rate as the case may be) to the nearest quarter hour of the time of the late pick-up of a child, so long as such amount of time is not less than the actual amount of time worked. For example, if a child is picked up at 6:03 p.m., the employee would be paid until 6:15 p.m.. If a child is picked up at 6:15 p.m., the employee would be paid until 6:15 p.m..

## LETTER OF UNDERSTANDING #7

~between~

**West End Parents Daycare Centre**

~and~

**CUPE and its LOCAL 2484-13**

### **Re: MULTI-SECTOR Pension Plan REQUIRED COLLECTIVE AGREEMENT LANGUAGE 2012**

#### **MULTI-SECTOR PENSION PLAN REQUIRED COLLECTIVE AGREEMENT LANGUAGE**

<sup>1</sup>Not to exceed 500 hours.

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

1. (a) "Plan" means the Multi-Sector Pension Plan

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;

(i) the straight time component of hours worked on a holiday; and

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay; and

(iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

(v) \_\_\_\_\_;

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment

with the employer. <sup>1</sup>

2. Commencing January 1<sup>st</sup>, 2016 each Eligible Employee shall contribute for each pay period an amount equal to 1 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3% of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may

reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article .04 of the agreement include:

**(a) To be Provided at Plan Commencement**

date of hire;  
date of birth;  
Social Insurance Number;  
date of first contribution;  
seniority list to include hours from date of hire to Employer's fund entry date  
gender.

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**(b) To be Provided with each Remittance**

name;  
Social Insurance Number;  
monthly remittance;  
pensionable earnings;  
year to date contributions;  
employer portion of arrears owing due to error, or late enrolment by the Employer.

**(c) To be Provided Initially and as Status Changes**

full address;  
termination date where applicable (MM/DD/YY)  
marital status, and any change to marital status;  
date of death (if applicable);

**(d) To be Provided Annually but no later than December 31**

current complete address listing for all Eligible Employees;  
period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);  
period(s) of lay-off, while subject to recall;  
period(s) of absence for pregnancy or parental leave;  
period(s) of strike or lockout;  
other leaves of absence.

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

**5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector**

**Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended**

**from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan**

**in the form attached here to as Schedule A.**

## **LETTER OF UNDERSTANDING #8**

**~between~**

**West End Parents Daycare Centre**

**~and~**

**CUPE and its LOCAL 2484-13**

**Re: Communities of Practice**

The College of Early Childhood Educators defines communities of practice for RECEs —

“A group of professionals who share a concern or passion about a practice topic and who wish to learn how to improve this area of practice by communicating and collaborating with each other regularly over time. Communities of practice are examples of reflective practice and collaborative inquiry. In a community of practice, RECEs come together to discuss, learn and strategize ways in which to better understand or advance a shared passion as a group and as individuals in daily practice. The voices and perspectives of all members are reflected in the work of a community of practice.”

To support RECEs and all bargaining unit employees, the Employer will maintain a standing agenda item for staff meetings where staff members are encouraged to raise or share concerns and thoughts with respect to the profession and practice of early childhood education to foster discussion.

## LETTER OF UNDERSTANDING #9

~between~

**West End Parents Daycare Centre**

~and~

**CUPE and its LOCAL 2484-13**

### Re: Vacation Entitlement

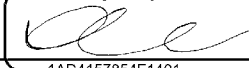
The parties agree that employees who work less than 35 hours per week will receive their vacation pay in accordance with their years of service (Article 20.01), paid in each pay period. Such employees are entitled to use their vacation time, following the vacation book process. Vacation time taken would then be without pay. Employees are encouraged to save their vacation pay to cover for their subsequent unpaid vacation time.

The parties also agree that Liseta Medeiros who has an accommodation that prevents her from working any additional hours is grandparented so will continue to receive paid vacation at the time of her vacation and will not be paid vacation pay in each period.

Signed this 3/25/2025

For the Employer

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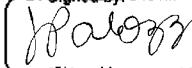
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For the Union

Signed by:



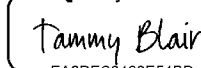
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