

COLLECTIVE AGREEMENT

Between

CAMPUS CO-OPERATIVE DAY CARE CENTRE

(hereinafter called the "Employer")

Party of the First Part

And

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2484-01

(hereinafter called the "Union")

Party of the Second Part

January 1st, 2024 to December 31st, 2026

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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 children and promoting their intellectual, physical and emotional development;
- (5) to encourage and promote cooperation 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 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.

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. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

2.02 Not Discriminatory

The Employer shall exercise its rights in a 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 their employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Employer

Campus Community Co-operative Day Care is a parent/staff co-operative and a staff collective. Its governing body is the Co-coordinating Committee made up of staff representatives chosen by the staff themselves and parents elected from the general membership.

It is the shared responsibility of the coordinating Committee, the staff collective and all members to ensure that the Standards of Practice Policy are followed.

3.02 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2484 as the sole and exclusive collective bargaining agent for all of its employees, 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.

3.03 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.

3.04 Full-time and Temporary Employees

This Collective Agreement is fully applicable, unless stated, to all permanent full-time and temporary employees.

3.05 Definition of Employees:

There are five (5) types of employees at Campus Community Co-operative Day Care:

- (1) Permanent full-time employees work thirty-five (35) per week; occupy a position designated as a permanent position; have successfully completed the required probationary period; and have had their permanent status confirmed in writing in a "letter of agreement" within seven (7) working days of the completion of the probationary period.

- (2) Part-time employees are not covered by this Collective Agreement.
- (3) Temporary contract employees who are employed full or part-time for a specified time period to replace, for example, an employee who is ill, on leave of absence or on maternity/parental leave. The time period shall not be less than three (3) months nor exceed twelve (12) months. These employees shall be covered by all provisions of the collective agreement, not including health benefits in Article 25.01 unless otherwise specified.

In lieu of health benefits, Temporary Employees shall receive compensation from health benefits directly from the employer up to a maximum of two thousand dollars (\$2000) prorated by length of contract. Temporary contract employees must provide receipts to receive payment.

- (4) Relief/Casual employees are called for very short periods of time to replace, for example, an employee who is absent for short period of time due to illness, vacation or professional development. This list is not exhaustive. They work for an hourly rate of pay and are not covered by this Collective Agreement.
- (5) The Cleaning position is not covered by this Collective Agreement. No employee shall be required or permitted to make a written or verbal agreement with the Employer or their 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, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, physical disability, family relationship to adult working at the Centre, place of residence, nor by reason of their membership or activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members

As a condition of employment, all employees of the Employer shall remain members in good standing of the Union according to the constitution and bylaws 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. For clarity, Union dues will be deducted after thirty (30) days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, assessments or initiation fees 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.

6.02 Deductions

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifth 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, or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

6.04 Interviewing Opportunity

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay 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 their responsibilities and obligations to the Employer and the Union.

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.

ARTICLE 8 - CORRESPONDENCE

8.01 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 their designate, and any employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Secretary of the Union or their designate.

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 new 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 officer. 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 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 and no earlier than 90 days before the expiration of the current Collective 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.

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, bylaws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees which affect the members of this 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.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

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

11.02 Unit Stewards

There shall be one Steward and one 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 they will not leave their work during working hours except to perform their duties under this Agreement. Therefore no steward shall leave their work without previously notifying their section co-workers and finding a staff person with whom to replace themselves.

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

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 their Steward within twenty (20) working days after the occurrence of the matter which is the subject of the complaint. If the employees' Steward is absent, they may submit their grievance to the alternate Steward. At each step of the grievance procedure the griever shall have the right to be present.

Step 2

The steward shall submit a written statement of the particulars of the grievance and the redress sought within twenty (20) working days of becoming aware of the complaint. The Coordinating Committee shall render its decision within twenty (20) working days of the receipt of the written grievance.

Step 3

Failing satisfactory settlement of the grievance in Step 2, the Union may refer the dispute to arbitration or the parties may go to an outside mediator for a decision provided that both agree to do so.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

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 bypassed.

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 a 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 Grievance stating reasons shall be in writing at all stages.

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 procedure.

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 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, each party shall provide the name of at least one nominee to the other within ten (10) days of moving the grievance to arbitration. The request shall be made by registered mail address to the other party of the Agreement, indicating the name of its nominee as arbitrator. Within ten (10) day thereafter, the other party shall answer by registered mail indicating the name and address of its appointed arbitrator. There shall be only one arbitrator appointed. If the parties cannot agree on the appointment within ten (10) working days of providing the names of its nominees, the Ministry of Labour shall appoint a nominee upon the request of either party.

12.02 Board Procedure

The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. They shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the Arbitrator is appointed.

12.03 Decision of the Board

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement

or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.04 Disagreement on Decisions

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

12.05 Expenses of the Board

Each party shall pay:

One-half (1/2) of the fees and expenses of the Arbitrator.

12.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

12.07 Mediator

The Employer and Union agree to attempt to resolve all grievance disputes, which have been moved to arbitration, by engaging the services of grievance mediation officer. The costs shall be shared equally between the parties.

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 initiates a disciplinary action against an employee who has completed their probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed:

13.02 Where an employee places a child at risk or in danger, the Employer has the right to apply disciplinary action by by-passing the progressive disciplinary procedure.

13.03 Discipline Procedure

(a) Notice

The employee shall be notified 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 their work within 35 days of the allegation being made known to the coordinating committee. The Shop Steward at the Day Care Centre is also to be informed within the said time frame. The notice shall include particulars of the allegations made against the employee.

Written notice may be substituted for verbal notice, where the employee and shop steward were clearly aware of the allegation and were given an opportunity to attend before the coordinating committee and respond to the allegations. If notice is not given as required by Section 13.03 (A) and 13.03 (B), no disciplinary action may be taken against the employee.

(b) Right To Respond

The employee, upon being given notice that they are under investigation, shall be given an opportunity to respond to the allegations prior to any decision by the Employer as to whether disciplinary action is required.

(c) Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with representative(s) of the Employer, which the employee believes might be the basis of disciplinary action. Where a supervisor or other Employer representative intends to interview an employee for disciplinary purposes, the supervisor or representative shall notify the employee of that fact, sufficiently in advance, of the interview in order that the employee may arrange for their Steward to attend the interview.

(d) Warning

Whenever the Employer or their authorized agent deem it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the employer will present the censure in written form to the employee. The Employer shall give written particulars of such censure to the President of the Union within 20 days of the decision to censure the employee.

(e) **Adverse Report and Other Disciplinary Actions**

The employee shall be notified in writing of the action and/or penalty to be imposed as a result of a disciplinary action. A copy of the Employer's notice shall be sent to the President of the Local and the Union Steward. If the disciplinary action results in the discharge of the employee, the employee shall continue their employment with all rights and privileges while the Union processes the grievance with the Employer. Should the dispute not be resolved by the grievance procedure, the employee shall continue their employment with all rights and privileges, unless and arbitration board rules otherwise.

This clause shall not restrict the Employer from suspending an employee with full pay and benefits until the issue is resolved through the grievance or arbitration procedure.

The record of an employee shall not be used against them at any time after twelve (12) consecutive months following a suspension or disciplinary action, including letters of reprimand or any adverse report provided there has been no recurrence or other cause for written disciplinary notices.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

(f) **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. Prior acts of the same nature resulting discipline that are still on file at the time of the disciplinary action may only be used to support just cause where the employee has been discharged after the use of progressive discipline principles.

13.04 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle struck work arising out of labour disputes. Failure to cross such a picket line or handle struck goods by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. An employee who is absent by reason of refusal to cross a picket line shall be paid at the discretion of the Employer.

13.05 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.

13.06 Access to Personnel File

An employee shall have the right at any time to have access to and review their 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.

13.07 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

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 in other provisions of this Agreement.

14.02 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. After three (3) months the Staffing Committee 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.

During their probationary period employee are not entitled to rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

Temporary employees shall be on probation for a period of up to six (6) months from the date of hiring. The Staffing Committee shall review the work performance of the temporary employee half way through their contract and submit the evaluation to the employee.

14.03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer.

An employee shall lose all seniority and their employment shall be deemed to have been terminated if s/he:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged and is not reinstated through the grievance and/or arbitration provisions of this Agreement;
- (c) is laid off for a period of twenty-four (24) months or for a period equal to the length of her/his continued service, whichever comes first;
- (d) fails to return to work upon the termination of an authorized leave of absence, unless prior arrangements acceptable to the Employer have been made for an extension thereof;
- (e) fails to return to work within five (5) calendar days after being recalled from layoff by notice sent by registered mail or fails to advise of their intention to return within three (3) calendar days following such notice. Such notices are sufficient if sent to the last address of the employee made known by the employee to the Employer in writing;
- (f) is absent without leave for three (3) consecutive working days unless the employee is subsequently able to provide a satisfactory explanation."
- (g) retires;
- (h) uses an authorized leave of absence for a purpose other than that for which it was granted.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created, 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. In the case of retirement, the position shall be filled within one (1) week of the job opening.

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 all gender applicants".

15.03 Union Preference

Current Campus Coop Hiring policy:

First Level Hiring, Second Level Hiring and Definitions of Members of the Community.

Outside applications for any advertised 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 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.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff 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 Layoff Procedure

When the employer determines that a reduction in the work force or a reduction in the regular hours of work is necessary the following procedure shall apply. The employer shall advise all employees of the need for such a reduction well in advance. All employees will be asked in order of most senior to least senior if they would like to volunteer to take the layoff. If more than one employee offers to take the layoff, the most senior employee will receive the layoff. If no employee volunteers to take the layoff, then employees shall be laid off in accordance with the requirements of the Day Nurseries Act and in reverse order of seniority- starting with the least senior.

16.03 Recall Procedures

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

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

16.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

16.07 Employer Ceases Operations

When the employer ceases operations entirely, a permanent employee shall be given sixty (60) days notice.

ARTICLE 17 - HOURS OF WORK

17.01 Regular Weekly Hours

The regular weekly hours shall be forty (40) hours per week, Monday to Friday inclusive, including a one (1) hour unpaid lunch break.

17.02 Lunch Break

There shall be an unpaid lunch break every working day and as mutually agreed to by the parties, scheduled according to the needs of the day care.

17.03 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.

17.04 Working Schedule

The hours and days of work of each employee shall be posted on a monthly basis in an appropriate place at least two (2) weeks in advance.

17.05 Paid Rest Periods

All employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in an area made available by the Employer. If mutually agreed to between the parties, the two (2) rest period shall be combined and scheduled according to the needs of the day care.

17.06 Program Time

Programming time is recognized as an important part of providing a quality child care service. All employees, except the supervisor and cook, shall receive paid program time according to the following schedule:

Infant/Toddler staff- Five (5) hours per week per section

Preschool staff- Six hours per week per section

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

The parties recognize that as part of the unique management of Campus Cooperative Child Care Centre, employees agree to fully participate in the committee meetings of the Centre. Employee participation in committee meetings will be discussed and a plan will be established which must be mutually agreed upon by the Employer and the Union.

18.02 Overtime Rate

Overtime work shall be Calculated at the following rates:

above 35 hours and less than 40 hours-straight time

above 40 hours 1.5 times the number of hours worked

18.03 Minimum Overtime

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

18.04 Time Off In Lieu of Overtime

Employees shall receive lieu time, for all accumulated overtime. Employees shall provide at least one (1) weeks' notice when using such lieu time. Employees who prefer to be paid out for overtime shall be compensated at the casual replacement rate for all time owing.

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

Two (2) floating holidays (at employee's choice but compatible with needs of the Centre)

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal government.

The observance of religious holidays will be permitted and provision made for time necessary to attend religious services. Employees shall receive one (1) paid day for such holidays. Any requests for additional time will be provided without pay.

The center shall close at 12:00 p.m. on Christmas Eve (December 24). Employees shall be paid for their full normal shift, and shall reopen on the first work day after New Year's Day. Employees shall use their vacation, float holidays, mental health days, or lieu time to cover any non-statutory days from Christmas to New Years Day.

19.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, one 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 holiday 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.

19.04 Leave of Absence and Vacation

During a leave of absence, vacation days will not accrue. Vacation days will be pro-rated to reflect the number of days worked in a year.

ARTICLE 20 - VACATIONS

20.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year 3 weeks' vacation

In the calendar year of second anniversary up to the 5th year 20 working days vacation

5th year of service 21 working days vacation

6th year of service 22 working days vacation

7th year of service 23 working days vacation

8th year of service 24 working days vacation

12th year of service 26 working days vacation

14th year of service 27 working days vacation

16th year of service 28 working days vacation

18th year of service 29 working days vacation

20th year of service 30 working days vacation

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on or is observed during an employee's vacation period, they 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 terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation within thirty (30) days of termination.

20.04 Unbroken Vacation Period

During the winter holiday season, not including the Christmas and New Year's closure, permanent staff who would normally be scheduled to work shall be given a maximum of three (3) days off with full pay if they are not needed to fulfill ratios.

20.05 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

20.06 Maximum Annual Carry-over of Vacation

No employee shall carry over more than ten (10) days' vacation from any previous year without the consent of the Employer. Upon the Employees written request, an employee shall have the right to cash in a maximum of five (5) days of vacation per year.

20.07 Vacation Pay on Retirement

On normal retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

21.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-half (1½) days for every month an employee is employed, plus two (2) mental health day for each employee.

21.03 Accumulation of Sick Leave

On December 31st of each year, the unused portion of an employee's sick leave shall accrue for their future benefits up to a maximum payment of seventy (70) days. At the time that the employee permanently ceases employment, they shall receive compensation, at their qualified coordinator replacement rate, for up to sixty (60) of the unused portion of sick leave credits. Payment shall be made on a separate cheque, and provided with the employees last pay cheque.

21.04 Illness in the Family

Where no other than the employee can provide for the needs during illness of a member of their immediate family (child, husband, wife or common-law spouse) an employee shall be entitled, after notifying their fellow co-coordinators and the business manager, to use sick leave for this purpose.

Employees shall be credited with an additional seven (7) sick leave days in each year to be used when their children or any family member is sick and the employee is needed to care for them. These cannot be carried forward or accumulated.

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.

21.06 Proof of Illness

The employer may only request a medical note from a doctor to confirm an employees' need for an extended sick leave of more than five (5) days and functional ability to return to work from a sick leave.

21.07 Sick Leave During Layoff

When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

21.08 Sick Leave Records

In June and December of each year the Employer will advise each employee in writing of the amount of sick leave left.

21.09 Workers' Compensation Pay Supplement

An employee who is prevented from performing the employee's regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act shall receive the following:

If an accident happens at the daycare and an immediate claim is made, while the employee waits for approval, the daycare will pay up to 4 weeks full salary with a doctor's note. When and if the employee hears back from WSIB, they shall either:

1) If the claim is approved, assign their WSIB compensation to the employer for the 4 week period. The Employer will then top up the employee's WSIB compensation to 100 % of their previous salary for an additional eleven (11) weeks for a total of fifteen (15) weeks.

or

2) If a claim is denied, repay any money which has been given to the employee by the Employer during the 4 weeks. The Employer will not pay employee through an appeal process. If the appeal gets approved, then the daycare will top up (11 weeks) to a total of 15 weeks.

For greater clarity, the total wage top up paid out by the Employer to the Employee for WSIB top up shall be equivalent to their total wages for four (4) weeks.

In order to continue receiving their regular salary, the employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form.

An employee receiving payment for a compensable injury under the Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation the Employer shall continue to pay their share of all premiums for employee benefit plans, including the pension plan.

An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

21.10 Paid Medical Leave

An employee shall be allowed paid leave of absence in order to attend to medical examinations requested by the Employer, other than under Article 21.06. 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.

21.11 Sick Leave for Employees Returning From Long Term Disability

An employee returning from Long Term Disability Leave, who does not have at least ten (10) sick days in their sick day bank, shall be provided with ten (10) sick day credits upon return to work.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Negotiation Pay Provisions

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.

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. The Union will cover the cost of replacement staff and where possible, will pay the casual staff directly.

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 a 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 their term(s) or office.
- (c) An employee who is elected or selected for a full-time position with 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 may be renewed each year, on request, during their term of office.
The leaves above shall be for a term of up to one (1) year. No later than sixty (60) working days prior to the end of the leave, the Employee may request, in writing, an extension, which shall be reviewed by the Employer.

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

22.06 Parental Leave and Adoption Leave Parental Leave as a Right

Maternity leave, adoption leave and paternity leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

22.07 Pregnancy Leave

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the

Daycare prior to the probable date of delivery, and who presents to the Coordinating Committee a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks,

- (b) For Employees with thirteen (13) weeks of service, after the two (2) week waiting period for Employment Insurance benefits, the Employer will pay the difference between Employment Insurance benefits and seventy-five (75) percent of salary, for the next fifteen (15) weeks, provided that the employee applies for and receives Employment Insurance benefits.
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the Coordinating Committee. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the Coordinating Committee written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case, the employee will be entitled to utilize sick leave until the actual birth of the baby, the expected date of delivery, or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuance.
- (e) Upon written request, employees shall be granted an extension of up to one (1) additional year without benefits and seniority shall continue to accrue.

22.08 Parental Leave

- (a) An employee who is a parent of a child and who has been employed with the Daycare for thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
 - i) up to sixty-one (61) weeks of parental leave for birth mothers who have taken pregnancy leave;
 - ii) up to sixty-three (63) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners.
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of

the birth mother. For other parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent.

- (c) For employees with thirteen (13) weeks of service or more, who apply for and receive Employment Insurance benefits, the Employer will pay the following after the two (2) week waiting period for EI benefits:
 - i) employees who have not taken pregnancy leave will receive the difference between Employment Insurance benefits and seventy-five (75%) percent of their salary for up to fifteen (15) weeks; Effective January 1, 2013 Employees shall be entitled to an additional (5) weeks with a sixty-five percent (65%) top up.
 - ii) employees who have taken a pregnancy leave will receive the difference between Employment Insurance benefits and seventy-five (75%) percent of salary until the number of weeks they have received this benefit during their pregnancy and parental leave equals fifteen (15) weeks. Effective January 1, 2013 Employees shall be entitled to an additional (5) weeks with a sixty-five percent (65%) top up.
- (d) An employee who is entitled to a parental leave is required to give the Coordinating Committee (4) weeks' written notice prior to the commencement of the leave. If they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave.
- (e) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least four (4) weeks' notice before the earlier date, or to a later date by giving four (4) weeks' notice before the leave was to begin.
- (f) If an employee on parental leave wishes to change the date of their return to work to an earlier date, they must give the Coordinating Committee four (4) weeks' written notice of the date on which they intend to return.
- (g) If an employee wishes to change the date of return them to work to a later date (but subject to the maximum length of leave), the employee must give the Coordinating Committee four (4) weeks' written notice before the date the leave was to end.
- (h) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

22.09 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB) are as follows:

Benefit Level: Other earnings earned by an employee with another employer or by self employment must be considered in the benefit level criterion. The combination of Employment Insurance benefits, Supplemental Employment Benefits and all other earnings will never exceed ninety-five (95) percent of the employee's normal weekly earnings.

Disqualification or Disentitlement: Employees disqualified or disentitled from receiving Employment Insurance benefits are not eligible for Supplemental Employment Benefits.

22.10 Leave for Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall receive an immediate leave of absence with full pay and benefits 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.

22.11 Paid Jury or court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as 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 travelling, meals or other expenses. 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 their employment shall be considered as time worked at the appropriate rate of pay.

22.12 Special Leave

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

Reason	Annual Leave of Absence
Moving own household	One (1) day
Serious fire or flood in employee's household	Up to three (3) days
Serious household or domestic emergency	One (1) day
Formal hearing to become a Canadian citizen	One (1) day
Terminal or serious illness for employee's parents,	

siblings, husband, wife or common-law spouse

Up to five (5) days

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

The Union acknowledges that the Collective agreement provisions for sick days, mental health days, bereavement and special leave are superior to those under the ESA. As such employees are not entitled to request personal emergency leave under ESA.

22.13 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and subject to approval by the Employer. Such approval shall not be withheld without just cause.

22.14 Family Medical Leave

In addition to any leave that may otherwise cover a leave to allow employees to be on leave for family medical care, employees will be entitled to a leave of absence of up to eight (8) weeks in a twenty-six (26) week period to provide care and support to the following specified family members: the Employee's child or the child of their spouse or common-law partner (child includes step child or foster child); the Employee's spouse or common-law partner; or the Employee's parent (parent includes, step parent, parent-in-law, foster parent or common-law partner of the Employee's parent), or any other individual that may be covered under the Employment Standards Act (Section 49.1). Common-law partner means a person who has been living in a conjugal relationship with that person for at least one year. Such leave will be without pay but without loss of seniority or benefits.

In order to qualify for a Family Medical Leave the Employee must provide a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. The Employee is required to provide that certificate as soon as possible. The Employee is responsible for obtaining and paying the costs (if any) of obtaining the certificate.

The medical certificate must be completed and signed by a medical doctor or other medical practitioner authorized to treat the gravely ill family member.

22.15 Family Caregiver Leave

In addition to any leave that may otherwise cover the leave to allow an employee to care for a family member with a serious medical condition, employees will be entitled to

a leave of absence of up to eight (8) weeks per calendar year to support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. The eight-week period may be taken in days and not just full weeks.

A qualified medical practitioner can be a physician, registered nurse, or psychologist.

Specified family members are:

- Employee's child or the child of their spouse or common-law partner (child includes step child, child of or foster child);
- Employee's spouse or common-law partner (including same sex spouse/partner);
- Employee's parent (parent includes, step parent, parent-in-law, foster parent or common-law partner of the Employee's parent);
- Employee's grandparent or step grandparent or grandparent or step grandparent of the employee's spouse;
- Employee's grandchild or step grandchild or the grandchild or step grandchild of the employee's spouse.
- A spouse of a child of the employee;
- A brother or sister of the employee;
- A relative of the employee who is dependent on the employee for care or assistance.

For clarity, the specified family members do not have to live in Ontario.

Such leave will be without pay. Seniority and service will continue to accrue for all purposes. All benefits provided in the Collective Agreement will continue.

At the conclusion of the leave the employee will return to the position which they held prior to the leave if it still exists or a comparable position if it does not (with the understanding that the employee will be placed in a comparable position in accordance with the terms of the Collective Agreement).

22.16 Critically Ill Child Leave

In addition to any leave that may otherwise cover the leave to allow an employee to care for or support their critically ill child, an employee will be entitled to a leave of absence of up to thirty-seven (37) weeks within a fifty-two (52) week period.

The Employer will be entitled to ask an employee for a copy of a certificate providing proof that the employee is eligible for critically ill child leave, confirming the following:

- That the child is critically ill or has been critically injured (but without the illness or injury is);

- That the child requires the care or support of at least one parent;
- The period during which the child requires the care or support.

A qualified medical practitioner can be a physician, registered nurse, or psychologist.

The Employer will be entitled to request that the employee provide a written plan indicating the weeks in which the employee will take the leave with the understanding that the plan can be changed by the employee.

Such leave will be without pay. Seniority and service will continue to accrue for all purposes. All benefits provided in the Collective Agreement will continue.

At the conclusion of the leave the employee will return to the position which they held prior to the leave if it still exists or a comparable position if it does not (with the understanding that the employee will be placed in a comparable position in accordance with the terms of the Collective Agreement).

The Employer will advise an employee requesting such leave of the employee's right to apply for Employment Insurance special benefits for Parent of Critically Ill Children.

22.17 Employment Standards Act Leaves

Employees will also be eligible for leaves of absence under the *Employment Standards Act, 2000*, including:

49.2 Organ donor leave

49.5 Crime-related child death or disappearance leave

50.1 Emergency leave, declared emergencies

For clarity, such leaves are in addition to any leaves otherwise provided for in the Collective Agreement.

22.18 Domestic Violence Leave

The Employer agrees to recognize that employees sometimes face situations of violence or 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 not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed two (2) months.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay salaries every second Wednesday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions. Where possible, the Employer shall provide employees with an advance of two (2) weeks' pay upon request to the Business Co - coordinator. No more than two weeks' pay shall be advanced at any given time without the approval of the Finance Committee.

23.02 Equal Pay for Work of Equal Value

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

23.03 Rate of Pay on Promotion or Reclassification

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 for the time they perform that job.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

23.04 Pay on Transfer - Lower Rated Job

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

23.05 Vacation Pay

An employee may, upon giving at least ten (10) working days' notice, receive on the last office day preceding commencement of their annual vacation pay any pay cheques which may fall due during the period of vacation.

23.06 Child Care For Meetings

The Employer shall provide child care for meetings.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

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 Classifications

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.

ARTICLE 25 - EMPLOYER CONTRIBUTIONS TO EMPLOYEE BENEFITS

25.01 The Employer shall pay the full cost of the following plans:

- (1) Ontario Health Insurance Plan (OHIP)
- (2) RWAM: Long Term Disability benefits-Class "A" benefits for all full-time employees
- (3) \$150 every two (2) years for each employee and their immediate family members for vision care.

****Add a full breakdown of current benefits or attach an Appendix containing the break down.**

ARTICLE 26 - HEALTH AND SAFETY

26.01 Cooperation on Safety

The Union and the Employer shall cooperate 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 they believe that it would be unsafe or unhealthy for themselves, 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

A Union Day Care Centre representative shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours.

26.05 Injury Pay Provisions

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 their 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 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 bypassed.

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 person, company or non-unit employee, including workfare participants.

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 that the child/adult ratio shall not exceed the minimum established by The Ontario Day Nurseries Act, 1997, as amended from time to time.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Proper Accommodation

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

30.02 Bulletin Boards

The Employer shall provide a union bulletin board 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 Business Co-coordinator to provide a letter of employment on request.

30.04 Professional Development

The employees shall be entitled to spend up to two (2) working days with pay per calendar year for the purpose of doing research and preparation related to their work performing programming and environment changes in their room or to take courses that promote their career or professional skills, at a date mutually acceptable to the Employer and the employee.

The day care shall reimburse for professional development costs as follows:

- (a) Cook - a maximum of \$75.00
- (b) Business Administrator — a maximum of \$75.00
- (c) Up to \$500.00 per section.

All professional development expenses above the rates listed in a, b, c above must be approved by the finance committee.

First Aid Course Training shall be separate from Professional Development. Employees shall be reimbursed in full, for the cost of training and be credited for all time spent in training, in lieu time, at the rate of straight time.

The Employer will pay all costs associated with an employee obtaining any Vulnerable Sector Check.

Each section shall also be entitled to thirty (30) minutes per day of program/administrative time necessary to meet the increasing requirements by the CECE, Early Years Act and Metro licensing for documentation.

30.05 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.

30.06 ECE College

Where a vacancy occurs because the College of Early Childhood Educators has suspended the license of an ECE employee, the Daycare shall refrain from posting a full-time regular position to replace the suspended employee during the one year period following the date of the employee's suspension by the College of Early Childhood Educators.

Where an employee has been charged with a violation by the College Of ECE, and where the alleged violation derives from their employment at the Centre, the Employer will indemnify the employee for all costs associated with representation and defense, if the employer was aware of the alleged violation and took no disciplinary steps regarding said violation, or where the alleged violation is part of the employee's normal duties or responsibilities.

Should an employee be denied a license or be suspended by the College of ECE, the employee shall continue to work at the Centre at their pay rate, but may be transferred to work in a room where ratio Ontario Early Years Act permits until such time as they are admitted to the College or exhaust the appeals process.

After exhausting the appeals process, should an Employee fail to receive a license or be suspended, the employee shall have the right to exercise their seniority and transfer to a lower classification. Should there be no position available, they shall be placed on layoff. Once the employee has met the requirements for license, they shall be returned to their former position.

The Employer will reimburse employees who are required to register for a license with the College of ECE. Reimbursement shall take effect within one month of the employee providing written proof of payment.

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, insofar 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.

31.03 Retention of Superior Benefits

Where employee(s) presently enjoy a benefit which is superior to the comparable benefit provided in this Agreement, employees at that Centre shall retain that benefit until such time as the comparable benefit becomes equivalent to the benefit provided. Any question as to the equivalence of benefits may be resolved by way of arbitration as provided in Article 12 of this Agreement.

31.04 The requirements established by Employment & Immigration Canada concerning

Employment Insurance benefits and Supplemental Employment Benefits (SEB) are as follows:

Benefit Level: Other earnings earned by an employee with another employer or by self employment must be considered in the benefit level criterion. The combination of Employment Insurance benefits, Supplemental Employment Benefits and all other earnings will never exceed ninety-five (95) percent of the employee's normal weekly earnings.

Disqualification or Disentitlement: Employees disqualified or disentitled from receiving Employment Insurance benefits are not eligible for Supplemental Employment Benefits.

ARTICLE 32 - COPIES OF AGREEMENT

32.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall provide, at their own cost, sufficient copies of the Agreement in bound form within thirty (30) days of signing.

ARTICLE 33 - GENERAL

33.01 Plural of 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 required.

ARTICLE 34 - TERM OF AGREEMENT

34.01 Duration.

This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31st, in any year that it desires it 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 their 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.

DATED AT TORONTO, ONTARIO THIS _____

For the Union

For the Employer

SCHEDULE "A" - WAGES

CAMPUS COMMUNITY COOPERATIVE DAYCARE CENTRE

2024 SALARY SCHEDULE 'A'

Position	Level 1	Level 2	Level 3	Level 4
Assistant	\$55,744	\$58,032	\$60,382	\$63,065
ECE 2	\$58,053	\$60,299	\$62,691	\$65,229
ECE 1	\$58,323	\$60,590	\$62,899	\$65,499
Supervisor	\$58,323	\$60,590	\$62,899	\$65,499
Cook	\$44,325	\$46,509	\$48,806	\$50,086

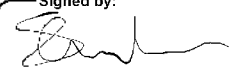
- The grid above shows an annual salary figure based on a 40 hour work week and 52 weeks per year.
- An ECE 2 refers to a new graduate or an ECE with five or less years of experience.
- The salary schedule has taken into account both the City of Toronto’s general guidelines and the unique structure of our cooperative childcare centre.
- The schedule includes the Prior 1999-2005 PEG Grant to all positions except for the cook position.
- The schedule includes .36 hr pay equity.

LETTER OF UNDERSTANDING #1

The Parties agree that in October 2024, and 2025 the parties shall meet to discuss a possible wage increase for the following year.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

Signed by:


Summer Holland

Signed by:
janet teilso

For the Employer

DocuSigned by:
LESLEY ANNA THORNTON-CROMAN

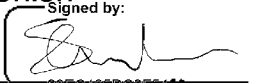
LETTER OF UNDERSTANDING #2

Re: Short Term Disability


The Parties agree that within sixty (60) days of ratification, to investigate the feasibility of providing a Short Term Disability Plan for employees of the Day Care.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

Signed by: 
 Signed by: C2F5459...
 Summer Holland
 Signed by: 068917444...
 janet teibo
 Signed by: FCA923E845FC432...

For the Employer

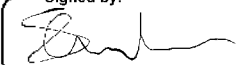
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 LESLEY ANNA THORNTON-CROMM
 Signed by: 0DF14AB...

 Signed by: 3C92423B6F3E49B...

LETTER OF UNDERSTANDING #3

The Employer, CUPE and the members of Campus Coop strongly promote and support equality to women in the workforce. The parental leave article 22.08 in the collective agreement, provides for the top up of earnings while on parental leave, and must become reflective of the daycares progressive standards and philosophy. The extension of the time period for the top up (75% of pre-parental leave salary including EI) is a priority and must be reviewed annually by the finance committee and negotiating representatives. The intention of this letter is to allow for the increasing of the time period, subject to the review of finances and approved by the finance committee, during the life of the collective agreement, and in subsequent negotiations.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

Signed by:


Signed by:
Summer Holland

Signed by:
janet teibo

FCA923E845FC432...

For the Employer

DocuSigned by:
LESLEY ANNA THORNTON-CROWN

Signed by:
JM

3C92423B6F3E49B...

LETTER OF UNDERSTANDING #4

Multi Sector Pension Plan Agreement:

- .01 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 result 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 work place; and
 - V. All other payments, premiums, allowances and similar payments are excluded.
 - VI. In no event shall the contributions paid per employee exceed thirty (35) hours per week.
- c) "Eligible Employee" means all employees in the bargaining unit.
- .02 Effective Jan 1, 2013 Eligible Employee shall contribute for each pay period an amount equal to five (5) percent of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five and on half (5 1/2) percent of Applicable Wages to the Plan.
- .03 The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- .04 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 format 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:

- I. To Be Provided Once Only A plan Commencement:
 - Date of hire
 - Date of birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- II. To Be Provided with Each Remittance
 - Name
 - Social Insurance number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion f arrears owing due to error, or late enrolment by the Employer

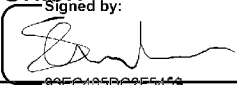
- III. To Be Provided Initially And As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status

- IV. To be Provided Annually but no later than December 1st
Current complete address listing.

.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the plan in the form attached hereto as Schedule A.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

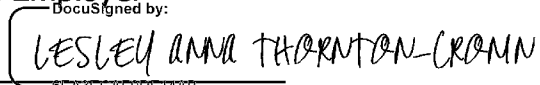
Signed by: 


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 Signed by: Summer Holland

DocuSigned by: 19217444...
 Signed by: Janet Teibo

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For the Employer

DocuSigned by: 

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 Signed by: 

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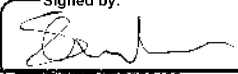
LETTER OF UNDERSTANDING #5

Re: Article 17 – Full-time Positions

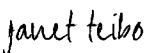
During the term of the Collective Agreement, there will be ongoing joint discussions regarding the addition of at least one full-time position (Infant Room). All information to allow for effective discussion will be shared during the joint process. In the event there is not an agreement to create such a position, it can be raised during the next round of bargaining. This agreement is without prejudice or precedent to the current language in the Collective Agreement.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

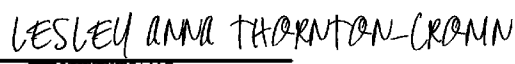
For the Union


Signed by:


 Summer Holland

 Signed by:


For the Employer

DocuSigned by:




LETTER OF UNDERSTANDING #6

Re: Article 19 – Paid Holidays (Period Between Christmas Stat and New Year’s Stat)

There was a discussion regarding the possibility of the closure of the Centre between the Christmas and New Year’s. There will be no further discussion at the Joint Co-ordinating Committee.

In the event, there is agreement, the following process will be effective 2017:

The Centre will close after Christmas Eve (December 24) and up to and including New Year’s Eve (December 31). Employees will have the option of being compensated through the use of paid vacation days, float days or unpaid leave (at their option). For clarity, there will be no break in service or seniority in the event an employee uses unpaid days.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

Signed by:



 Signed by: 2F5459...
 Summer Holland

 DocuSigned by:

 janet teibo

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For the Employer

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 (SM)

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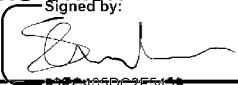
LETTER OF UNDERSTANDING #7

RE: Wage and Benefit changes

The parties agree to reopen the Collective Agreement in January 2019 for the sole purpose of negotiating wages and benefits changes for the January 1st -December 31, 2020, term of the collective agreement.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

Signed by: 
 Signed by: Summer Holland
 Signed by: janet teibo

For the Employer

DocuSigned by: LESLEY ANNA THORNTON-CROWN
 Signed by: JM

LETTER OF UNDERSTANDING #8

RE: Clause 21.03

Notwithstanding section 21.03 of the Collective Agreement, full time employees may accrue for their future benefit up to a maximum of 70 days of sick leave applicable for 2021. This does not amend the provision of compensation provided for in that provision in the event of the end of an employee's employment.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

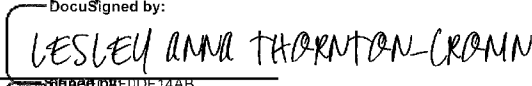
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 Summer Holland

 DocuSigned by: 47444...
 Janet Teibo

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For the Employer

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 [Signature]

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LETTER OF UNDERSTANDING #9

The Collective Agreement provides that a holiday declared or proclaimed by the Federal Government will be recognized under the Article 19.01 of the Collective Agreement.

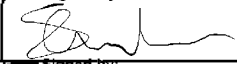
The Federal government has proclaimed September 30th a Federal Statutory holiday called The National Day for Truth & Reconciliation.

The Employer agrees as follows:

1. The Employer supports and agrees that The National Day for Truth and Reconciliation is recognized as a paid holiday pursuant to Article 19.01 of the Collective Agreement; and
2. Arrangements will be made for bargaining unit employees who work on September 30 to have another day off. The employee will be compensated for the number of hours they worked on September 30 on the day off. The date on which the day off occurs will be mutually agreed to by the Employer and the employee;
3. The Employer agrees to make every effort to allow employees who identify as Indigenous, at their request, to not be scheduled to work on The National Day for Truth and Reconciliation.

DATED AT TORONTO, ONTARIO THIS 11/15/2024

For the Union

Signed by:


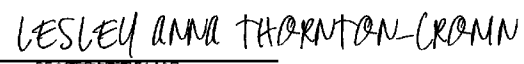
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 Summer Holland

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 janet teibo

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For the Employer

DocuSigned by:


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