

# **COLLECTIVE AGREEMENT**

**Between**

**Cast for Kids Child Care Centre**

*(Hereinafter referred to as the "Employer")*

**and**

**Canadian Union of Public Employees**

**and its Local 7797-04**

*(Hereinafter referred to as the "Union")*

January 1, 2022 – December 31, 2025

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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 to promote 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 acknowledge that Cast for Kids Child Care Centre is a non-profit centre.
- 8) To promote the use of non-adversarial approaches to the solution of problems.

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 – RECOGNITION AND NEGOTIATION**

### **2.01 Bargaining Unit**

The employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed at Cast for Kids Child Care save and except the Assistant Supervisor, and persons above the rank of Assistant Supervisor.

### **2.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases agreed mutually upon in writing by both parties.

2.03 No 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 non-unit employee. Notwithstanding the above, it is agreed that outside Agency staff may be used to maintain required staffing levels where there are absences of bargaining unit members, and where no bargaining unit members who are not already scheduled to work at the time of the absence are available to replace them.

2.04 Part-time and Temporary (Contract) Employees

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

2.05 No Other Agreements

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

2.06 Representatives of Canadian Union

The Union shall be permitted to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives(s) shall have access to the Employer's premises upon notice to the Employer as reasonable in the circumstances in order to deal with any matters arising out of this Collective Agreement. Such access shall not be unreasonably denied. The Union will not engage in Union activity at the workplace during work hours, except by agreement, or as set out in this Collective Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 Management Rights

The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary function of management and to direct and supervise the operations of the Centre and its working forces, subject to the terms of this Agreement.

The Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- a) hire, assign, direct, transfer, classify, lay-off, promote, demote, discharge, and suspend or otherwise discipline employees of the Centre for just cause, subject to the right of an employee who has completed the probationary period to lodge a grievance as herein provided;

- b) determine standards of performance, hours of work, work assignments, methods of doing work and the structure of working establishment;
- c) make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its employees;
- d) select, hire, transfer, lay-off, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit; and
- e) have the sole and exclusive jurisdictions over all operations, building and equipment.

## **ARTICLE 4 – NO STRIKE OR LOCKOUTS**

### **4.01 No Strikes and Lockouts**

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

## **ARTICLE 5 – NO HARASSMENT OR DISCRIMINATION**

### **5.01 No Discrimination**

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, creed, sex, sexual orientation, disability, ethnic origin, family status, marital status, gender identity, gender expression, ancestry, place of origin, citizenship, or record of offences.

### **5.02 Respectful Workplace**

- (1) The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone improper behaviour on the part of any person, which would jeopardize an employee's dignity and well being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

(2) Definitions:

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all-inclusive, have been designed to accommodate the different types of concerns that may arise.

- a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time and can include:
- Rude comments and swearing as well as spreading unfounded or misinformed rumours that damage a person's reputation;
  - Actions that invade privacy or personal property or unwelcome gestures; and
  - Display or distribution of offensive electronic/print material.
- b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.
- c) Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or workplace sexual harassment. Workplace harassment includes:
- Verbal abuse;
  - Actions such as touching or pushing;
  - Comments such as jokes and name calling;
  - Verbal threats, accusations, coercion; or
  - Displays such as offensive posters and cartoons.

It may be a single incident or continue over time.

A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

- d) The parties uphold the right of every person to be free from harassment and discrimination of any kind in the workplace, including sexual harassment, and every Employee is assured of the protection of this right. The parties also agree that discrimination and harassment in the workplace will not be tolerated.

### 5.03 Sexual Harassment

(1) Definition:

“workplace sexual harassment” means,

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome

Sexual harassment includes, but is not limited to:

- a) Unnecessary touching or patting;
- b) Suggestive remarks or other verbal abuse;
- c) Leering at a person's body;
- d) Compromising invitations;
- e) Demands for sexual favours;
- f) Physical assault.

- (2) The Employer agrees to develop a policy against sexual harassment and make all management personnel and employees aware that violations of the policy may result in disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- (3) Cases of sexual harassment shall be eligible to be processed as grievances.
- (4) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (5) No information relating to the grievor's lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- (6) The Employer recognizes the principle that it is its responsibility to maintain a discrimination-free workplace.

## **ARTICLE 6 – UNION SECURITY AND CHECK-OFF**

### 6.01 Union Security

As a condition of employment, all new employees shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union, within thirty (30) days of employment. The Employer shall deduct from every

employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

6.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to meet with each newly-hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed thirty (30) minutes in duration.

6.04 T4 Slips

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

**ARTICLE 7 – CORRESPONDENCE**

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Supervisor or their designate and the Secretary of the Union with a copy sent to the Local President.

**ARTICLE 8 – LABOUR-MANAGEMENT**

8.01 a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the

Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

8.02 Bargaining Committee

A Bargaining Committee shall be appointed or elected and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

8.03 Union - Management Committee

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Matters related to employee workload.

Meetings of Committee

The Committee shall meet at least quarterly at a mutually agreeable time and place, which the parties agree may occur outside of regular working hours. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

### Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

### Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## 8.04 Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations, including but not limited to maintaining a Health and Safety Representative or Joint Health and Safety Committee, as required. The Employer and the Union agree that they mutually desire to maintain standards of safety and health, in order to prevent injury and illness.
- b) The Employer agrees to take all precautions reasonable in the circumstances for the protection of Employees. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### 9.01 Recognition of Union Stewards

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 may assist any employee, which the Steward represents, in preparing, processing and processing their grievance in accordance with the grievance procedure.

9.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him/her.

9.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, or administration of the Collective Agreement.

9.04 Settling of Grievance

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

Complaint Step

The aggrieved Employee shall discuss his/her complaint with their immediate Supervisor within ten (10) working days after the occurrence of the circumstance giving rise to the complaint.

Step 1

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

Step 2

If the grievance is not settled at Step 1, the union on behalf of the aggrieved Employee shall present the grievance to the Board of Directors within ten (10) working days of the receipt of the Supervisors decision or the time when such decision should have been received. Upon receipt of the grievance the Board will consider the grievance at its next regularly scheduled meeting. If no meeting is scheduled to be held within twenty (20) working days, the Board or a designated committee thereof will call a meeting to consider the grievance so that the grievance is heard within this time period. The Board shall provide a written answer to the grievance to the union within five (5) working days of said meeting.

Mediation

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

Step 3

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

9.05 Policy Grievance

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

9.06 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.

9.07 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

9.08 Replies in Writing

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

9.09 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

9.10 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step 2.

9.11 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

## **ARTICLE 10 – ARBITRATION**

10.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 9.10 and such notice shall contain names of three proposed arbitrators. The responding party shall either agree to one of the proposed arbitrators, or propose its own list of three arbitrators, within ten (10) working days. This process shall continue

until an arbitrator has been agreed upon. In the event that each party has proposed twice and no arbitrator has been agreed upon, the parties shall submit to the Ministry of Labour to appoint an arbitrator.

10.02 Payment for Arbitration

Each of the parties hereto shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

10.03 Powers of Arbitrator

It is agreed and understood that the Arbitrator shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitrator deems just and reasonable in all circumstances.

10.04 Decision of the Arbitrator

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

10.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

## **ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE**

11.01 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 her/his probationary period and which may result in the suspension or discharge of the employee, the following procedure must be followed.

The Employer shall only discipline an Employee for just cause.

11.02 Discipline Procedure

If the Employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Union Steward. Except in cases of discharge, the Employee shall continue their employment with all rights and privileges while the Union processes a grievance with the Employer.

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

The Employee shall be notified in writing of the action and/or penalty. In some cases a single occurrence of serious misconduct may warrant bypassing and/or repeating disciplinary steps and may include immediate termination of employment due to mitigating factors and the severity of offence, at the Employer's discretion.

11.03 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.

11.04 Written Warning

As a first step in conveying the Employer's dissatisfaction with an Employee's work performance, the Employer or its authorized agent may censure an Employee through a written warning that may also include a meeting to present the written warning that outlines the dissatisfaction and what is required to bring their work up to a required standard. If challenged by the Employee, the Employer shall give written particulars of such censure to the Local Steward within ten (10) working days.

11.05 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 may be paid at the discretion of the Employer.

11.06 Political Action

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

11.07 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

11.08 Right to Have Steward Present

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel/Board of Directors, which is disciplinary, or which the Employee is informed might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the Employer shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.

11.09 Employee Record

The record of an Employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of warning or any adverse reports.

11.10 Access to Personnel File

An Employee shall have the right to access and review their personnel file on site at a time to be agreed upon with the Employer, within five (5) days of when the request is made, and in the presence of a member of Management and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

**ARTICLE 12 – SENIORITY**

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis, and shall include employment with the Employer prior to Union certification.

12.02 Seniority List

The Employer shall maintain seniority lists showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. Employees shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 12.03 below.

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

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

12.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of six (6) calendar months. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and/or suitability as determined by the Employer in its sole discretion. After

completion of the probationary period, seniority shall be effective from the original date of employment.

#### 12.04 Loss of Seniority

Employees shall not lose seniority rights if absent from work because of sickness, accident, lay-off, on a leave as a result of an investigation by the College of Early Childhood Educators, or leave of absence approved by the Employer.

Employees shall only lose their seniority in the event that:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind within twenty-four (24) hours.
- c) They are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of Employees to keep the Employer informed of their current addresses.
- e) They are laid off in excess of eighteen (18) months.
- f) They fail to return to work at the end of a leave of absence, unless there is reasonable cause.

Each Employee is responsible for ensuring that the Employer has their current and valid contact information.

#### 12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

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

12.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate seniority from one group to another for purposes of establishing anniversary date: 2080 hours PAID equals one (1) year.

12.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals two thousand and eighty (2080) hours PAID.

## **ARTICLE 13 – PROMOTION AND STAFF CHANGES**

13.01 a) Job Postings

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

b) Temporary Vacancies

Temporary vacancies anticipated being less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) Temporary Job Postings

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

d) Successful Applicant

The successful applicant for a permanent or temporary full-time vacancy will fill the vacancy within five (5) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

13.02 Information in Postings

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

13.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 13.01.

13.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

13.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

13.06 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period twenty (20) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants then the position would be reposted.

13.07 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

13.08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice is only valid during the vacation period immediately following its delivery to the manager. The Employee is responsible for providing the Employer with an email address to which to send the job posting.

13.09 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's

rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, either by single arbitrator, as provided in this agreement, or by mutually agreed-upon job evaluation specialist, provided the referral is made within fifteen (15) days of the meeting.

Any decision by an Arbitrator or job evaluation specialist, as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

## **ARTICLE 14 – LAY-OFFS AND RECALLS**

### **14.01 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.

### **14.02 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, Employees shall be laid off in the reverse order of their seniority within the daycare centre, provided that the remaining jobs shall continue to be filled with qualified Employees.

When a position has been identified for layoff, any temporary, part-time or casual Employee performing the same duties as the identified position shall be laid off before a permanent Employee.

### **14.03 Recall Procedure**

Employees shall be recalled in the order of their seniority provided they are qualified under the *Child Care and Early Years Act, 2014*. When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered

letter and shall be given the opportunity to exercise their seniority rights in making application for the vacancy. Employees who choose not to fill vacancies shall remain on lay-off. Employees who have been laid off will be placed on a recall list for twenty-four (24) months from date of lay-off.

14.04 No New Employees

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

14.05 Advance Notice of Lay-Off

The Employer shall give the Union and Employees who are to be laid off as much advance notice as possible and wherever possible thirty (30) calendar days prior to the effective day of layoff and in no case less than the minimum as per the *Employment Standards Act, 2000*.

14.06 Lay-Off and Recall for Probationary Employees

All probationary employees shall be laid off before permanent employees. Lay-off and/or recall shall be according to the principle of length of service and requirements as specified in 14.02 and 14.03. Probationary employees shall be required to complete their probationary period following their recall.

14.07 Joint Action with Union to Prevent Lay-Offs

The Employer agrees to participate in joint action with the Union to prevent lay-offs occurring due to government policy or changes in government funding.

14.08 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 1 of the Grievance Procedure.

## **ARTICLE 15 – HOURS OF WORK**

15.01 Normal Hours of Work

The normal work hours for the Child Care Centre staff shall consist of eight (8) hours per day and a normal week shall consist of five (5) days for a total of forty (40) hours per week excluding meal periods.

15.02 Program Resources

Employees will be provided with resources in good working condition and the tools required to do the job properly.

15.03 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 schedule may be modified with less than two (2) weeks' notice if required to meet adult-child ratios.

15.04 Inclement Weather

Where the employer authorizes employees to leave prior to the end of their regularly scheduled work day or not report to work because of inclement weather, such employees shall not suffer any loss of salary or benefits.

**ARTICLE 16 – OVERTIME**

16.01 Overtime Defined

All time worked in excess of forty-four (44) hours per week shall be considered as overtime.

As required by law, overtime pay is based on actual hours worked. Time off work on sick leave, holidays, or any leave of absence will not be considered hours worked in calculating overtime pay.

16.02 Overtime Rates

Overtime work shall be paid at the rate of time and one half (1 1/2) for time worked over forty-four (44) hours per week.

16.03 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may request to receive time off at the above overtime rate, which the Employer may grant on a case by case basis in the Employer's sole discretion. If granted, any such time off work in lieu of overtime pay shall be taken at a time mutually agreed to by the employee and the Employer within twelve (12) months of the week in which the time was earned.

16.04 Assignment of Prescheduled and Nonscheduled Time Off

Part-time employees will be offered additional hours available due to pre-scheduled staff absences (i.e. vacations, scheduled time off) or on a temporary basis due to nonscheduled absence, prior to these hours being offered to casual staff, provided that the hours will not result in a vacancy in the employee's assigned room or compromise child-adult ratios. Additional hours under this provision will be offered to part-time staff in accordance to their seniority.

16.05 Late Fees

Time worked beyond the end of a scheduled shift due to the late pick-up of children by parents is compensated for by the late pick-up fee that is charged to parents in accordance with the parent handbook policies. This fee shall be paid to the staff who issued the late fee. If no fee is collected, depending on the circumstances and Board approval, employees may be paid straight time for extra hours worked.

Where time worked beyond the end of a scheduled shift due to the late pick-up of children by parents constitutes overtime, employees will receive the greater of overtime pay or the late fees pursuant to this section.

## ARTICLE 17 – HOLIDAYS

### 17.01 List of Public Holidays

Employees are entitled to the following Public Holidays:

New Year's Day	Family Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Simcoe Day/ Civic Holiday	Labour Day
Thanksgiving	Christmas Eve (1/2 day)	Christmas Day	Boxing Day
New Year's Eve (1/2 day)			

### 17.02 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, will be deemed to be the Holiday for the purpose of this Agreement.

### 17.03 Pay for Working on Public Holidays

Where Employees are required to work on a Public Holiday, they will be paid at a rate of time and one half (1.5x) for all hours worked, and will be entitled to an additional day off with pay at a mutually agreed upon date.

### 17.04 Half-Day Holidays

For clarity, on half-day holidays, those Employees who are normally scheduled to work will work a half day at their regular rate, in the morning shift unless otherwise agreed. Half-day holidays are not intended to reduce Employees' normal pay.

## ARTICLE 18 – VACATIONS

### 18.01 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation with pay for each holiday, in addition to regular vacation time.

### 18.02 Vacation Pay on Termination

Employees terminating their employment at any time in the vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Upon termination of employment, howsoever caused,

any vacation pay used but not accrued shall be deducted from the Employee's final pay.

### 18.03 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

- For vacations falling in July to December, vacations requests must be made no later than April 1st. The vacation schedule for this period will be posted no later than May 1st.
- For vacations falling in January to June, vacations requests must be made no later than October 1st. The vacation schedule for this period will be posted no later than November 1st.

Vacation requests submitted by the above dates will be granted in accordance with seniority. Requests submitted after these dates will be considered in the order in which they are received.

Should Employees not request vacation sufficiently early to ensure that they use their vacation time within the staff constraints set out below, the Employer will schedule the vacation time, in consultation with the Employees, or any vacation time above the entitlement set out in the *Employment Standards Act, 2000* (not including the vacation carry-over entitlement set out above) will be forfeit if not scheduled by October 31st, and the corresponding vacation pay will be paid out to the employee at the end of the calendar year. Employer will pay out vacation with a separate cheque.

Vacation requests will not be unreasonably denied. It is agreed that a maximum of one Employee per room may be granted vacation during the same time period. It is agreed that a maximum of two Employees may be granted vacation during the same time period.

Vacation schedules shall not be changed unless mutually agreed to by the Employee and the Employer.

### 18.04 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

### 18.05 Illness During Vacation

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

18.06 Bereavement During Vacation

- a) Bereavement leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that the employee is eligible for bereavement leave.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted in the event of a death where bereavement leave could be granted.

18.07 Vacation Time Entitlement

Vacation time entitlement is based on length of service and is as follows. Employees shall receive their vacation time entitlement upon the anniversary date of their date of hire.

<b>Length of Service</b>	<b>Vacation Time</b>
0 - 4 Years	10 days
5 - 10 Years	15 days
11- 19 Years	20 days
20 Years +	25 days

18.08 Vacation Carryover

Employees may carry over up to five (5) days of vacation entitlement to a subsequent year.

18.09 Vacation to Be Taken in Blocks

It is understood that vacation time will be taken in blocks of multiples of five (5) consecutive days. No more than five (5) days may be taken separately in any one year.

**ARTICLE 19 – SICK LEAVE PROVISIONS**

19.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Full-time Employees are entitled to twelve (12) days of paid sick leave per year, which are credited to the Employee at the beginning of the calendar year. Part-time Employees accumulate sick leave on a pro-rated basis, where 2080 hours is equal to one year. No Employee may accumulate more than twelve (12) days of paid sick leave per year.

Sick leave shall be taken in increments of half (1/2) or full days only; sick leave may not be taken in increments of less than one half (1/2) working day.

19.02 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out her duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

Before returning to work after a sick leave, an employee may be required to provide a doctor's certificate certifying that the employee is cleared to return to work.

19.03 Sick Leave during Leave of Absence

Employees who are given leave of absence without pay for any reason, (except pregnancy and parental leave) or who are laid off on account of lack of work and return to work upon expiration of such leave of absence, etc. shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

19.04 Sick Leave Record

An Employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

19.05 Notification to Employer

An Employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact in advance of the commencement of her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

19.06 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

19.07 Medical Care Leave

Employees may be allowed to use sick leave in order to engage in personal preventative medical health and dental care.

Employees seeking to take Medical Care Leave under this section shall provide the Employer with at least five (5) working days' notice of their absence, unless they are reasonably unable to do so. Permission will not be unreasonably withheld provided adequate notice is given in advance.

19.08 Return to Work/Modified Work

The Employer and the Union are jointly committed to re-integrating employees back into the workplace who have been absent from work due to injury or illness. The Employer will identify work suitable for employees returning to work and make reasonable efforts to accommodate. A joint and confidential meeting of Supervisor and President of the Local or his/her designate will be held with each returning employee to discuss and create a reintegration plan and modified work, if required, at the Centre's discretion. Notwithstanding the foregoing, the provisions of the Ontario *Human Rights Code* relating to disability and accommodation continue to apply.

## **ARTICLE 20 – LEAVE OF ABSENCE**

### **20.01 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons, such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

### **20.02 Leave for Union Business**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

### **20.03 Leave for Union Function**

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay within two (2) weeks of the Union receiving the invoice.

### **20.04 Leave of Absence for Full-Time Union or Public Duties**

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

### **20.05 Family Medical Leave**

Employees shall be granted a leave of twenty-eight (28) weeks to care for a seriously ill family member in accordance with the entitlement set out in the *Employment Standards Act, 2000*. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the

Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

#### 20.06 Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act, 2000*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible. Upon request, they will provide the Employer with a certificate of a medical practitioner stating the estimated date upon which delivery will occur.

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so.

Additional leave of absence may be taken under 20.07 (d) Parental Leave.

- b) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- c) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence

began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 20.06 (b).

- d) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

- e) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental

Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing, that they intends to take parental leave.

## 20.07 Parental Leave

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if the employee did not.
- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits in which the employee is participating for a period of up to sixty-one (61) or sixty-three (63) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) or sixty-three (63) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

20.08 Jury or Court Witness Duty

The Employer shall grant leaves of absence without loss of seniority to employees who serve as jurors, in accordance with the *Juries Act*, or are subpoenaed witnesses in any court.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

Employees may be required to provide reasonable proof in the circumstances on their eligibility for leave under this section.

20.09 Bereavement Leave

Full-time employees are entitled to five (5) working days leave with pay upon the death of an immediate family member and shall be granted two (2) working day's leave with pay for the death of a secondary family member. The number of hours of pay shall be pro-rated for full-time employees regularly scheduled to work less than forty hours per week and part-time employees, and such employees shall only be eligible for leave with pay if they have been scheduled to work.

Immediate family member shall be defined to include the following individuals:

- The employee's spouse.
- A parent, step-parent or foster parent of the employee or the employee's spouse.
- A child, step-child or foster child of the employee or the employee's spouse.
- A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
- The spouse of a child of the employee.
- The employee's brother or sister.
- Any other relative for whom Employees are entitled to bereavement leave under the *Employment Standards Act, 2000*.

Secondary family member shall be defined to include: brother-in-law, sister-in-law, aunt, uncle, cousin, niece, or nephew.

Any employee shall have the right in the case of death of an immediate family member to use any accumulated lieu time and/or vacation time to a maximum of three additional weeks, at the employee's option. Employees must notify their supervisor of their intention and the supervisor will not unreasonably withhold permission.

The Employer may require an Employee who takes leave under this section to provide evidence reasonable in the circumstances that the Employee is entitled to the leave.

## **ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES**

### **21.01 Pay Days**

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

### **21.02 Grant Payments**

Where there are additional lump sum payments such as the Grant for Operating Funds, the Employer will make best efforts to minimize source deductions, e.g. by issuing the amount by separate cheque etc.

### **21.03 Pay on Transfer, Lower Rated Job**

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

## **ARTICLE 22 – EMPLOYEE BENEFITS**

### **22.01 Master Policy**

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

### **22.02 Change of Carriers**

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

### **22.03 Benefits**

The Employer shall administer a Benefits plan for eligible employees, pursuant to the terms and conditions set out in the Benefits Booklet attached as Schedule B.

22.04 Eligibility

All employees who regularly work a minimum of 35 hours per week are eligible to participate in the Benefits plan, once they have completed the applicable three (3) month waiting period.

**ARTICLE 23 – HEALTH AND SAFETY**

23.01 Co-operation on Safety

The Union and the Employer shall co-operate in promoting 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. The Employer will establish rules and practices with respect to health and safety in consultation with the Health and Safety Representative(s) or Joint Health and Safety Committee, as applicable and as required by law.

23.02 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.

23.03 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.

23.04 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 the Complaint Step of the Grievance Procedure may be by-passed.

**ARTICLE 24 – CHILD/STAFF RATIO**

25.01 Ratios

The Employer and the Union agree that a reasonable ratio of staff to children in the Child Care Center 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 regulations to the *Child Care and Early Years Act, 2014*.

**ARTICLE 25 – GENERAL CONDITIONS**

25.01 Proper accommodation

The Employer agrees to provide the employees a space for uninterrupted break area and a locked storage space for personal belongings. In addition, the Employer will ensure that Employees have access to facilities to safely store and heat food (i.e. refrigerator and microwave).

25.02 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.

25.03 Letter of Employment

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

**ARTICLE 26 – DURATION**

26.01 Effective Date

The term of the Agreement shall be from January 1, 2022, to December 31, 2025, and from year to year thereafter unless either party gives notice of its intent to negotiate changes to the agreement within 90 days of its expiry.

26.02 Changes in Agreement

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

Dated February 4th, 2025 in the City of Toronto

**For the Union**

Rose Samuels  
Rose Samuels (Feb 13, 2025 12:22 EST)

Connie Ndlovu  
Connie Ndlovu (Feb 12, 2025 12:45 EST)

Leslie Bremner  
Leslie Bremner CUPE National Representative (Feb 4, 2025 23:34 EST)

**For the Employer**

Sarah Pressello  
Sarah Pressello (Feb 4, 2025 18:30 EST)

Kwasi Forson  
Kwasi Forson (Feb 4, 2025 16:20 EST)

Paul Thalluri  
Paul Thalluri (Feb 6, 2025 12:20 EST)

## ARTICLE 27 – PENSION

### 27.01 Multi-Sector Pension Plan

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

- (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 487.5 hours of employment with the employer.

1. Commencing January 1, 2022 each Eligible Employee shall contribute for each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to the Plan. For pay periods in 2022 only, each Eligible Employee and the Employer will contribute an amount equal to 3% of Applicable Wages to the Plan, which amounts will include the 2% contribution set out here, as well as a carryover of the 1% contribution collected in 2021.
2. 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.
3. 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 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.

**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.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement or Plan shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer or the Union to provide the benefits established by the Plan if the Plan does not have sufficient assets to make sure benefit payments, and that the Plan Trustees have the authority to amend benefits, if necessary or advisable.
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 hereto as Schedule A.

## **ARTICLE 28 – WAGES**

### **28.01     Wage Increase**

Wages will be increased by 3% per year for each of the four years in the term for all employees who are compensated at a level appropriate to their position and length of service according to the pay band. Employees with wages outside of their pay band will receive an increase of 1% per year.

## APPENDIX A – WAGES

<b>2022</b>	1-5 Years		6-10 Years		11-15 Years		16-20 Years		21-25 Years		25+ Years		
	RECE	22.13	23.21	23.48	24.56	24.81	25.88	26.15	27.22	27.49	28.57	28.84	29.91
	ECA	16.07	16.61	16.87	17.42	17.69	18.76	19.02	19.56	19.83	20.36	21.03	22.11

<b>2023</b>	1-5 Years		6-10 Years		11-15 Years		16-20 Years		21-25 Years		25+ Years		
	RECE	22.8	23.91	24.18	25.29	25.56	26.66	26.94	28.04	28.32	29.42	29.7	30.81
	ECA	16.55	17.11	17.38	17.94	18.22	19.32	19.59	20.14	20.42	20.97	21.67	22.77

<b>2024</b>	1-5 Years		6-10 Years		11-15 Years		16-20 Years		21-25 Years		25+ Years		
	RECE	23.49	24.62	24.91	26.05	26.32	27.46	27.75	28.88	29.17	30.31	30.59	31.73
	ECA	17.05	17.63	17.9	18.48	18.76	19.9	20.17	20.75	21.04	21.6	22.32	23.45


<b>2025</b>	1-5 Years		6-10 Years		11-15 Years		16-20 Years		21-25 Years		25+ Years		
	RECE	24.19	25.36	25.66	26.83	27.11	28.28	28.58	29.75	30.04	31.22	31.51	32.68
	ECA	17.56	18.15	18.44	19.03	19.32	20.5	20.78	21.37	21.67	22.25	22.99	24.16


**LETTER OF UNDERSTANDING  
Regarding Students with Special Needs**

The Employer agrees that within 60 days of ratification of the Collective Agreement, a committee will be formed to meet with representatives of the Union to discuss additional supports and resources that can be provided to support the Centre's staff and children.

**Dated** February 4, 2025 in the City of Toronto


**For the Union**


  
Rose Samuels (Feb 13, 2025 12:22 EST)


  
Connie Ndlovu (Feb 12, 2025 12:45 EST)

  
Leslie Bremner CUPE National Representative (Feb 4, 2025 23:34 EST)

**For the Employer**

  
Sarah Pressello (Feb 4, 2025 18:30 EST)

  
Kwasi Forson (Feb 4, 2025 16:20 EST)

  
Paul Thalluri (Feb 6, 2025 12:20 EST)