

COLLECTIVE AGREEMENT

BETWEEN

ST. CRISPIN'S DAY CARE CENTRE

(Hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 5213.01

(Hereinafter referred to as the "Union")

TERM:

SEPTEMBER 1ST, 2023 – AUGUST 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 the children and promoting their intellectual, physical and emotional development.
- 5) To encourage and promote co-operation and mutual support between day care workers, the employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for the day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care.
- 6) To encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.
- 7) To recognize that the Employer operates a major child care centre using a volunteer parent board which changes annually.
- 8) To acknowledge that St. Crispin's Day Care Centre is a non-profit centre.
- 9) 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 of St. Crispin's Day Care Centre with the exception of Supervisor, Temporary Agency Employees and Students (academic placement, summer/seasonal/government grant employment).

The term "Employee" and "Employees" whenever used in this Collective Agreement shall mean only those persons described in the bargaining unit set forth in Article 2.04. This Collective Agreement is fully applicable to all bargaining unit members referenced in Article 2.04, unless otherwise specified.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) who are not part of 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 the Employer and CUPE and also where performance of work is part of an academic program for students, where persons not in the bargaining unit provide training, in cases of emergency, and for the purposes of maintaining ratio in emergency situations under the *Child Care and Early Years Act*.

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.

For clarity, notwithstanding the terms of this Collective Agreement, the Union recognizes that the continuation of the Centre's current usage of students, volunteers and temporary agency employees does not violate this Collective Agreement.

2.04 Definitions

Categories:

(a) **Permanent Full-time Employees** shall be defined as those employees scheduled to work between twenty-five (25) to forty (40) hours per week inclusive of break and meal times.

(b) **Permanent Part-Time Employees** shall be defined as those employees who work regularly scheduled shifts year-round for twenty-four (24) hours or less per week during the school calendar year and up to twenty-five (25) to forty (40) hours per week during the school holidays (excluding PA Days, March Break, Summer Holidays, Winter Holidays).

(c) **Supply/Casual Employees** shall be defined as those employees engaged by the Employer on an "on call" or "as needed" basis for such purposes as to relieve and/or assist Employees and who are not guaranteed hours. It is understood that Casual Employees may decline the offer of hours.

(d) **Contract Employees** shall be defined as those employees who are hired for a fixed period to replace a permanent full-time or permanent part-time employee who is absent and/or to assist Employees at the Centre. Contract Employees will not be hired to permanently replace any permanent full-time or part-time Employee positions. Internal Employees filling these contract positions will return to their previous position at the end of the contract. If that position no longer exists, they will be placed into another position in the same classification and same status of their previous position prior to taking contract.

(e) **Temporary Agency Employees** shall be defined as those employees of a third-party temporary agency, who are engaged by the Employer on an “on call” or “as needed” basis for such purposes as to relieve and/or assist Employees. Temporary Agency employees are not employees of the Centre and are not covered by the terms of this Collective Agreement.

(f) **Students** shall be defined as students volunteering in the Centre for the purposes of a placement through their academic program. Students are not employees of the Centre and are not covered by the terms of this Collective Agreement.

(g) **Probationary Employees** shall be defined as newly hired employees who are subject to a probationary period for six (6) calendar months from the date of hire. Probationary Employees shall be entitled to all rights and benefits of this Collective Agreement, save and except the just cause standard with respect to discipline and discharge of the Probationary Employee's employment. Probationary Employees obtain union security after one (1) month employment where Union dues are deducted from their gross payroll.

Employee Positions:

(a) Registered Early Childhood Educator (“**RECE**”) shall be defined in accordance with the *Child Care and Early Years Act* and the College of Early Childhood Educators of Ontario as a person who is a member of good standing with the College of Early Childhood Educators of Ontario.

(b) Early Childhood Assistant (“**ECA**”) shall be defined as a person who holds:

(i) A certification in Early Childhood Assistant from an Ontario College of Applied Arts and Technology; or

(ii) Is attending an Ontario College of Applied Arts and Technology or Degree Program in Early Childhood Education; or

(iii) Has one (1) or more years working experience with children in a licensed group setting.

2.05 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.06 Representatives 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 representatives(s)/ advisor(s) shall have access to the Employer's premises in order, to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations, and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- i) Maintain order, discipline, and efficiency.
- ii) Select, hire, transfer, direct, classify, layoff, recall, promote, demote, retire and schedule Employees, assign duties, and select Employees for positions excluded from the bargaining unit.
- iii) Discharge, suspend or otherwise discipline non-probationary Employees and demote, discipline, suspend or discharge a probationary Employee.
- iv) Determine classifications, standards of performance, hours of work, work assignments, methods of doing work, the number of personnel required at any time, starting and ending times, assign classroom, services to be performed and equipment to be used, job content, decide when overtime shall be offered; require medical examinations in accordance with the *Child Care and Early Years Act*, or as otherwise authorized by statute; and determine the extension, limitation, curtailing or cessation of operations of any part thereof;
- v) Have the sole and exclusive jurisdiction over all operations, building and equipment, if applicable.
- vi) Make, enforce, and alter policies, rules, practices, procedures, and regulations to be observed by Employees; and
- vii) Take all steps to carry out the Centre's mandate to provide services to the community; and
- viii) To obtain funding to provide such services.

The Employer will exercise these rights in a manner that is non-arbitrary and non-discriminatory and complies with the Collective Agreement.

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 HARRASMENT OR DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree neither shall discriminate in the employment of, and in the administration of this Collective Agreement, in a manner that violates the Ontario Human Rights Code 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, colour, religion, ancestry, place of origin, creed, citizenship, sex, sexual orientation, gender identity, gender expression, pregnancy, physical disability, mental disability, illness or disease, record of offences, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibited ground protected by law.

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, as defined by the *Occupational Health and Safety Act*.

Fair treatment is a fundamental principle 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, but is not limited to:
 - Rude comments and swearing as well as spreading unfounded or misinformed rumours that damage a person's reputation.
 - Discussions of a negative or offensive nature to another employee or parent about an employee, parent, Board director or any affiliate of the Centre.
 - Behaviour, actions or verbal expressions that are unprofessional,

zero or lack of communication or argumentative, dismissive behaviour.

- Actions that invade privacy or personal property or unwelcome gestures; and
 - Display or distribution of electronic material that offends.
- 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 Violence is defined by the Occupational Health and Safety Act as “the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker”.
- d) Harassment is any behaviour that demeans, humiliates or embarrasses a person and that a reasonable person should know would be unwelcome and includes:
- Verbal abuse;
 - Actions such as touching or pushing;
 - Comments such as jokes and name calling;
 - Verbal threats, accusations, coercion; or
 - Displays such as posters and cartoons that offend.

It may be a single incident or continue over time.

The parties also agree that there shall be no discrimination or harassment as defined by the Ontario Human Rights Act.

- e) Workplace Harassment is defined by the Occupational Health and Safety Act as “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”. This definition includes workplace sexual harassment. The Employer has a workplace policy regarding workplace harassment and the Employer, the Union and Employees hereby agree to adhere to such policy.
- f) Workplace Sexual Harassment is defined by the Occupational Health and Safety Act as:
- “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 considered unwelcome”; or
 - “Making a sexual solicitation or advance where the person making it is

in a position to confer, grant or deny a benefit or advancement to the employee and the person knows or ought reasonably to know the solicitation or advance is unwelcome”.

g) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

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

h) Workplace Sexual Harassment includes the prohibitions on sexual harassment and sexual solicitation under the Ontario Human Rights Code.

The Employer shall have a workplace policy regarding sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer shall engage with the Union Steward in the creation of this workplace policy and when revising this workplace policy in the future. The Employer also agrees to include the subject of sexual harassment in staff and management training sessions.

- i) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- ii) 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.
- iii) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- iv) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional authority to levy a penalty on the Employer.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

1. Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within

thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

2. Deductions

Deductions shall be made from the semi-monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by lists 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.

3. 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 Deductions.
- b. The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, 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.

4. 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 (on behalf of the Employer) and the Secretary of the Union with copies to Union Steward, the National Office of the Canadian Union of Public Employees.

ARTICLE 8 – LABOUR-MANAGEMENT

8.01 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 the name of the

Supervisor, as well as the names of the Centre's Board of Directors.

8.02 Bargaining Committee

A Bargaining Committee shall be appointed or elected and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) 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.

Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. 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 Workload Committee

A workload committee shall be established within thirty (30) days of the implementation of the Collective Agreement consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Employer also agrees to provide within the thirty (30) days updated Job Descriptions as well as duties and responsibilities for each classification, shift and room.

In the event, that the assignment of a number of a workload to an individual employee or group of employees is such as they have cause to believe that they are being asked to perform more work than is consistent with proper care or proper allowable time complete assigned tasks, they shall:

- 1) Complain in writing to the workload committee who shall convene a meeting within ten (10) calendar days of receiving the complaint to hear and attempt to resolve the complaint to the satisfaction of both parties.
- 2) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the workload committee, the complaint shall be forwarded to a three-person arbitration board consisting of one member selected by the Union with the third person being an independent and experienced arbitrator.

The arbitration procedures set out in this Collective Agreement shall be used to resolve the complaint.

8.05 Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. 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) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered, to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or

injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WISB may decide to disclose.
- e) 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 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 Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing 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 within three (3) days of appointment before the Employer shall be required to recognize them.

9.03 Grievance Committee

The Grievance Committee shall be composed of three (3) members of the Union plus the Union Steward directly involved with the grievance.

9.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievor 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.

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.

9.05 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 Employer has acted unjustly, improperly or unreasonably.

9.06 Settling of Grievance

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

Complaint Step

Step 1

The aggrieved Employee shall discuss their complaint with their immediate Supervisor within twenty (20) working days after the occurrence of the circumstance giving rise to the complaint. The discussion will be documented for both parties' reference.

Step 2

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

Step 3

If the grievance is not settled at Step 2:

- a) 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 written decision or the time when such decision should have been received.
- b) Upon receipt of the grievance the Board of Directors will schedule a meeting within ten (10) working days with the Supervisor, aggrieved Employee, Union steward(s) and union representative. At this meeting, the Union on behalf of the aggrieved Employee will present the grievance.
- c) The Board of Directors shall provide a written response to the presented grievance to the union within ten (10) working days of said meeting.
- d) Failing satisfactory settlement at Step 3, the grievance will be escalated to mediation.

Mediation

The parties agree to share the costs of the mediation.

Step 4

Failing a satisfactory settlement at mediation, being reached in Step 3, the Union may refer the dispute to arbitration. Remainder of Article remains unchanged

(Articles 9.07 to 9.14)

9.07 Policy / Group 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, Complaint Step of this Article may be by-passed.

9.08 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.

9.09 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. Violation of this section shall result in the grievance being allowed.

9.10 Replies in Writing

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

9.11 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.

9.12 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

9.13 Referral to Arbitration

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

9.14 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 9.14 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

10.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

10.03 Powers of the Board

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

10.04 Decision of the Board

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.

10.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party 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.

10.07 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 they deem just and equitable.

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 their 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 Secretary of the Union. The Employee shall continue their employment with all rights and privileges while the Union processes a 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 an arbitration board or Grievance Commissioner 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 procedure or arbitration procedure.

The Employee shall be notified in writing of the action and/or penalty. In some cases a single occurrence of a serious misconduct may warrant by-passing 11.04 Warning and 11.05 Adverse Report and may include immediate termination of employment due to mitigating factors and the severity of offence.

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 Warning

As a first step in conveying the Employer's dissatisfaction with an Employee's work performance, the Employer or their 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 Secretary of the Union within ten (10) working days.

11.05 Adverse Report

As a second step in conveying an on-going concern the Employer shall notify an Employee in writing of any expression of dissatisfaction, which may be detrimental to an Employee's advancement or standing or that may result in dismissal if such

Employee fails to bring their work up to a required standard. Such notification shall occur within ten (10) working days of the Employer being notified of the complaint. A copy shall be forwarded to the Shop Steward at the Child Care Centre.

This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

11.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

11.07 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.

11.08 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.

11.09 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

11.10 Right to Have Steward Present

An Employee shall have the right to have his/her Steward present at any discussion with supervisory personnel/Board of Directors, which the Employee believes 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 and the Union in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.

11.11 Failure to Grieve

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

11.12 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.

11.13 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 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.

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. An employee's name 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 suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority

An employee shall not lose seniority rights if they are 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.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign and does not rescind within twenty-four (24) hours.
- c) They are absent from work in excess of four (4) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible (via phone call, email or text).
- d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to return to work (sent to their last known address on record). It shall be the responsibility of the employee to keep the Employer informed of their current address at all times.
- e) They are laid off in excess of twenty-four (24) months.
- f) The Employee retires.

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 their seniority from one group to another for purposes of establishing anniversary date: two-thousand and eighty (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 their 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 and wage.

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 12.01.

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 themselves unable to perform the duties of the new job classification,

they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. 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 in writing 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 their wishes 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.

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, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator 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 child care centre, provided that the remaining jobs shall continue to be filled with qualified Employees.

When a position has been identified for layoff, any contract, supply/casual or part-time 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. 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 in no case less than fifteen (15) working days prior to the effective day 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.

During the period of notice, affected Employees shall be allowed up to five (5) working days off with pay to engage in a job search and to attend to personal matters. Such days off are to be taken at a time agreed upon by the Employee and the Employer. An Employee's request shall not be unreasonably denied.

In the event of a closure, or emergency closure due to unforeseeable circumstances warranting such closure by public health, legislation, or other governing body regulating the Centre, the Employer shall notify the Union and the Employees as far in advance as is possible and shall pay any entitlements to the Employee as required by the *Employment Standards Act, 2000*, as amended from time to time.

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 Child Care centre will operate from 7:00 am to 6:00 pm from Monday to Friday. The normal work hours for the Child Care Centre staff shall consist of seven (7) hours per day with a one (1) hour paid lunch and a normal week shall consist of five (5) days for a total of forty hours (40) per week including meal periods.

Employees called in for shifts shall be paid for a minimum of three (3) hours if being sent home early.

15.02 Program Time

Employees will be provided with resources in good working condition and the tools required to do the job properly. Each employee will be entitled to one (1) hour weekly during work hours to complete programming or provided with one (1) hour of lieu time if programming is done outside of work hours.

15.03 Flexible Working Hours/Weeks

During the life of this Agreement, flexible working hours and shift scheduling may be introduced provided that they are mutually agreed upon between the Employee and the Employer in writing.

15.04 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.

15.05 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.

15.06 Staff Meetings

Employees shall receive a minimum of two (2) hours of lieu time for each such

meeting attended.

15.07 Assignment of prescheduled and nonscheduled Time Off

When extra hours become available due to preplanned staff absences or on a temporary basis due to a nonscheduled absence, employees who normally work a split shift shall be allowed the option of working the shifts. If there is no split shift in the room, the most senior full-time employee shall be allowed the option of switching shifts.

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. Additional hours under this provision will be offered to part-time staff in accordance to their seniority.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime.

16.02 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee will receive time off at the above overtime rate at a time mutually agreed to by the employee and the Employer. Lieu time can be rolled over the next calendar year.

ARTICLE 17 – HOLIDAYS

17.01 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, one (1) other day, mutually agreed upon by the Union and the Employer, shall be deemed to be the Holiday for the purpose of this Agreement.

17.02 There shall be ten (10) fixed paid holidays and two (2) non-fixed paid holidays and two and one-half (2½) paid float holidays each calendar year during the term of this Agreement. Floats may not be carried over to the next calendar year. New employees are entitled to the non-fixed paid holidays and float day upon successful completion of probationary period. Non-fixed paid holidays and float day may not be carried over to the next calendar year.
Any other day declared as a statutory holiday under the *Employment Standards Act, 2000*, as amended from time to time, by the Provincial Government.

Employee's Birthday Day

Employees are entitled to one (1) Birthday Day off to be taken at a time mutually

convenient to the Employee and their Supervisor. Whenever possible this day will be taken on the employee's birthday but must be taken within the employee's birth month.

17.03 These holidays are as follows:

Ten (10) Fixed Paid Holidays:

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

The childcare centre will close at 1:00 pm on both Christmas Eve and New Year's

Eve. Non-fixed Paid Holidays:

Heritage Day

One (1) day to be taken at a time mutually convenient to the employee and their Supervisor.

Float Day

On working days that fall immediately prior to Christmas Day and New Year's Day Employees shall rotate, thus allowing for half the staff to enjoy the day off depending on program staffing needs as per the Childcare and Early Years Act (CCEYA). Staff will get either Christmas Eve or New Year's Eve off annually and rotated each year.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

a) Full-time

| | |
|---|--|
| Up to Three (3) years of service | Accrue 0.83 days per month |
| Three (3) years up to Seven (7) years of service | Fifteen (15) working days (1.25 days per month) |
| Seven (7) years up to Seventeen (17) years of service | Twenty (20) working days (1.66 days per month) |
| Seventeen (17) years up to Twenty-three (23) years of service | Twenty-five (25) working days (2.08 days per month) |
| Twenty-three (23) years of service and up | Thirty (30) working days (2.5 days per month) |

b) Part-time

| | |
|------------------------------------|--|
| Less than one (1) year of service | Four percent (4%) of gross earnings |
| One (1) year of service | Four percent (4%) of gross earnings |
| Two (2) years of service | Six percent (6%) of gross earnings |
| Five (5) years of service | Eight percent (8%) of gross earnings |
| Fifteen (15) years of service | Ten percent (10%) of gross earnings |
| Twenty-three (23) years of service | Twelve percent (12%) of gross earnings |
| Twenty-eight (28) years of service | Fourteen percent (14%) of gross earnings |

The vacation year shall be from January 1-December 31. Full entitlement is based on the employee working 12 months. At termination of employment, if more vacation is used than accrued, it will be recovered from final pay.

18.02 Holidays During Vacation

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

18.03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.04 Unbroken Vacation Period

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

18.05 Vacation Scheduling

The maximum number of staff off at a time is one (1) except for summer when one (1) Assistant Teacher and one (1) RECE may be off at the same time as long as they are not in the same classroom. More than one person may be off at one time if operational requirements allow.

18.06 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

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

For vacations falling during the Christmas Holidays, vacation request must be made no later than November 1st. The vacation schedule for this period will be posted by November 15th. They will be granted in accordance with seniority.

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

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

18.07 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.

18.08 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, which in the event that a death occurred while on vacation and 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.

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.

19.02 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they 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.

19.03 Sick Leave Record

Any employee is to be advised on application, of the amount of sick leave accrued to their credit.

19.04 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement of their 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 their control.

19.05 Amount of Sick Leave

Permanent Part Time Employees will be allocated Sick Time pay as per method of calculating statutory holiday pay. Sick leave shall be earned on the basis of one and one and one quarter (1¼) days for every month of service (maximum of fifteen [15] days per year). Sick leave shall be cumulative with a maximum of one hundred and ten (110) days to be banked for the employees use. Full entitlement is based on the employee working twelve (12) months. At termination of employment, if more sick time is used than accrued, it will be recovered from final pay.

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 accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

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 and the Union will work together to 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 their designate will be held with each returning employee to discuss and create a reintegration plan and modified work, if required. Human Resources may be consulted to assist. 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.

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 Leave

Employees shall be granted a leave of eight (8) weeks to care for a seriously ill family member. 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 and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day 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, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume his/her work.

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 intend to take parental leave.

- f) Benefit Coverage

Benefits, as per Article 22, will continue during the Pregnancy/Parental Leave, with Long Term Disability (LTD) premium paid by the employer.

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 fifty-two (52) weeks of the birth of the child or within fifty-two (52) 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 thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they 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 thirty-five (35) weeks or thirty-seven (37) 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, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

- e) Benefit Coverage
Benefits, as per Article 22, will continue during the Pregnancy/Parental Leave, with Long Term Disability (LTD) premium paid by the employer.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) 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 leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received and shall not suffer any loss to benefits or seniority.

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.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries/wages semi-monthly via direct deposit 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 Pay on Transfer, Lower/ Higher Rated Job

When an Employee is temporarily assigned to a position paying a lower rate, they shall not be reduced. When an Employee is requested to do the work of a higher classification, they shall receive the higher rate of pay from day one (1).

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 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for the current Group Health Benefit Solutions.

22.04 Extended Health Care Benefits

The Employer shall provide all employees who have completed their probationary period with an Extended Health Care Plan provided by Group Health Benefit Solutions. The Employer shall pay one hundred percent (100%) of the premiums.

Eligible Expenses (Benefit year September 1st – October 31st):

- i) Semi-private hospitalization – difference between ward and semi-private hospital room
- ii) Drugs (drug card, including current generic prescription features, for use in Canada)
- iii) The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor
- iv) Private duty nursing at home when medically necessary, to a maximum of ten thousand dollars (\$10,000.00) per person per three (3) benefit years

- v) Paramedical: Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or massage therapist to a maximum of five hundred dollars (\$500.00) per person per benefit year, per specialty
- vi) Services of a licensed or registered physiotherapist to a maximum of five hundred dollars (\$500.00)
- vii) Services of a licensed psychologist, to a maximum of five hundred dollars (\$500.00) per person per benefit year
- viii) Vision Care: Up to five hundred dollars (\$500.00) per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery. An additional sixty dollars (\$60.00) per person in any twenty-four (24) consecutive months for eye examinations
- ix) Hearing aids, including repairs and batteries to a maximum of five hundred dollars (\$500.00) per person over a period of five (5) benefit years
- x) Custom made orthotic inserts for shoes and custom-made orthopedic shoes or modifications to orthopedic shoes, when prescribed by a doctor, podiatrist or chiropodist, up to a combined maximum of two hundred dollars (\$200.00) per person in a benefit year.

22.05 Dental Benefits

The Employer shall provide all employees who have completed their probationary period with a Dental Plan. The Employer shall pay one hundred per cent (100%) of the premiums at the current ODA rate.

Eligible Expenses

(Current ODA, fee guide as adjusted from time to time; benefit year: December 1st – November 30th)

One hundred percent (100%) for:

- i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling (ten [10] units of fifteen [15] minutes every twelve [12] months), cleaning (one [1] unit of fifteen [15] minutes every six [6] months), topical fluoride treatment (one [1] treatment every twelve [12] months and oral hygiene re-instruction), subject to current limits on frequency.
- ii) Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth)
- iii) Surgical services (extractions), all oral surgery and anesthesia.
- iv) Periodontal and endodontic services
- v) Repair of full or partial dentures, relining and rebasing.
- viii) Maximum of one thousand dollars (\$1,000.00) per person per benefit year for all dental services)

22.06 Legislation

If the premiums paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates.

22.07 The Employer shall continue to pay one hundred percent (100%) of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- i) While on paid Leave of Absence or Family Medical Leave
- ii) While on Pregnancy and Parental Leave as required by the Employment Standards Act
- iii) While absent due to illness
- iv) While on lay-off

22.08 Benefits for Part-time

Permanent part-time employees will be awarded the same group health benefit package as full-time employees after successful completion of the six (6) month probationary period.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Co-operation on Safety

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

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. No employee shall be ordered or permitted to work on a job that another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

23.03 Right to Monitor and Inspect

A Union Child 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 - JOB SECURITY

24.01 Restrictions on Contracting-out

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

24.02 Severance

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

ARTICLE 25 - 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 Child Care Early Years Act (CCEYA), as a minimum standard.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Extra Funding for Child Care

In the event, that, the City of Toronto, Provincial Government or any other funding agency provides extra funding, unrelated to the current pay equity settlements, specifically targeted to enhance/upgrade the salaries of childcare workers, Management will make all efforts to secure/apply for those funds.

26.02 Proper Accommodation

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

26.03 Confidentiality

Both Parties agree that information shared between the employer and the employee in confidence will remain in confidence.

26.04 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.

26.05 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of employment on request unless the reason for termination is identified any of the prohibited practice in the CCEYA.

26.06 Retro Active Pay

The Employer will endeavour to provide all retro activity within thirty (30) days written notice of ratification if the retro is not paid within forty-fourty (45) thereafter interest will be paid. This does not include any monies owing from the Federal, Provincial or Municipal government grants that have yet to be received from these agencies.

26.07 Four (4) staff will be scheduled until 6:00 pm to allow all pack-up and cleaning duties to be completed by 6:00 pm.

[Note: the Centre is packed up and cleaned prior to 6:00 pm when children are not in the classrooms at end of day.]

ARTICLE 27 - SALARIES

27.01 Attached hereto and forming part of this Agreement is Schedule "A", which sets out the salary schedule to be effective during the term of this Agreement.

| Start Rate | Job Rate September 1, 2023 | Job Rate September 1, 2024 | Job Rate September 1, 2025 |
|-------------------|---|---|---|
| | 2% | 2% | 2% |
| RECE \$26.64 | \$27.48 | \$28.03 | \$28.59 |
| ECA \$21.87 | \$22.53 | \$22.98 | \$23.44 |

Salary increase will be effective from the date of ratification.

For each year of the agreement an annual increase of two percent (2%).

Salary rates include all wage subsidies excluding the Provincial Pay Equity and Provincial Wage Enhancement Grant.

ARTICLE 28 - REIMBURSEMENTS

28.01 Travel Allowance

The Employer agrees to pay an Employee a car allowance of fifty-two cents (.52¢) per kilometre, if an Employee has been authorized by the Employer to use their own automobile for Employer business.

28.02 Professional Fees

The Employer agrees to reimburse the employee the cost of the professional fee to the College of Early Childhood Educators annually, on the condition that the employee(s) keep their membership in good standing and the Centre receives all tax receipts.

ARTICLE 29 - PROFESSIONAL DEVELOPMENT

- 29.01
- a) Every Employee is entitled, subject to the terms of this Collective Agreement, to access to educational opportunities which are designed to enhance their job performance, and which meet both the needs of the Employee and the requirements of the Employer.
 - b) The Employer will advise the Employees of Educational opportunities for Employee Development on an ongoing basis and every reasonable effort will be made to provide employees with pertinent information, i.e. notices of seminars, courses, workshops, etc., in sufficient time for consultation with the Manager/Director.
 - c) Funds available for educational opportunities will be divided fairly between staff. Reimbursement for tuition fees for post-secondary education required or related to the job will be reimbursed at fifty percent (50%) of fees upon prior application, proof of payment and a passing grade, with a maximum paid in any fiscal year of four hundred dollars (\$400.00). Staff are to pay upfront and provide a passing grade and invoice with three (3) months of completion to the Employer, to receive reimbursement.
 - d) In House Staff Development for all employees will take place during the evenings for a total up to seven (7) hours during the year [with the exception of First Aid, which is eight (8) hours in length and mandatory]. Compensatory time will be given to Employees attending these sessions.

ARTICLE 30 – PENSION PLAN

RRSP:

St. Crispin's Day Care Centre ("The Employer"), will provide assistance to any bargaining unit employee who wishes to establish a Registered Retirement Savings Plan.

The Employer will explore with its payroll provider whether employees may request withholding and remittance of RRSP contributions on each paycheque within 90 days of the ratification of this Collective Agreement.

ARTICLE 31 - DURATION

31.01 Effective Date


The term of the Agreement shall be from September 1, 2023 to August 31, 2026.

31.02 Notice of Changes


This Agreement shall remain in force until August 31, 2026 and shall continue in full force thereafter from year to year, except either party may at any time in writing ninety (90) days, before the expiry date, or renewal date of such Agreement, give notice in writing to the other part of its intention to revise or abrogate this Agreement.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 2024


FOR THE UNION:


Marva Burnett (Oct 21, 2024 11:57 EDT)


Marva Burnett


Song Xin Celia Chen (Oct 21, 2024 19:29 EDT)

Song Xin Celia Chen

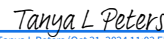

Jannie Alexander (Oct 22, 2024 09:42 EDT)

Jannie Alexander



Heather Murray (Oct 22, 2024 09:45 EDT)

Heather Murray


FOR THE EMPLOYER:


Tanya L Peters (Oct 21, 2024 11:02 EDT)

Tanya Peters


Raylene Rampersad (Oct 21, 2024 11:40 EDT)

Raylene Rampersad


Mgaye (Oct 21, 2024 11:53 EDT)

Maimuna Gaye