

# **Collective Agreement**

**between**

**JUNCTION DAY CARE CENTRE**

(hereinafter called the "Employer")

Party of the First Part

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its LOCAL 2484-17**

(hereinafter called the "Union")

Party of the Second Part

January 1, 2019 to December 31, 2023

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## **Article 1 - Management Rights**

**1.01** The Union recognizes that it is the exclusive function of the Employer to operate and manage its business in accordance with its commitments and responsibilities, subject to the terms of the Collective Agreement. The Union further recognizes that it is the exclusive function of the Employer, without limiting the generality of the foregoing, to:

- a) maintain order, discipline and efficiency;
- b) hire, transfer, classify, promote and demote employees, layoff employees and assign employees to the various shifts and specify the job assignments;
- c) determine the methods of operation and services, and the scheduling of work assignments;
- d) discipline, suspend and discharge an employee for just cause;
- e) establish reasonable rules from time to time to be observed by employees.

## **Article 2 - Recognition and Negotiation**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of Junction Day Care Centre in Metropolitan Toronto, save and except supervisors, and those persons above the rank of supervisor.

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

Employees of the Day Care whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, training, in cases of emergency, and in cases mutually agreed upon by the parties.

### **2.03 Temporary Employees**

- a) Temporary employees are employees hired for a fixed period of time of not more than six (6) months or who are employed to replace an employee on maternity, extended sick leave or Worker's Compensation Leave, or leave of absence.
- b) Temporary employees shall not be eligible for seniority, paid leave of absence (except bereavement) or benefits coverage, as set out in Article 23. Paid holidays and vacation will be as per *Employment Standards Act*.
- c) Temporary employees will be paid at the start rate of Schedule A. Part time staff who are members of the bargaining unit will continue to receive the benefits identified in Article 2.04 (c) if they are assigned to a temporary position.

## 2.04 Part-time Employees

- a) Part-time employees are employees who are regularly employed for twenty (20) hours per week or less.
- b) Part-time employees shall not be eligible for paid leaves of absence (except bereavement), holidays, vacation, vacation pay, or employee benefits under Article 23.
- c) In lieu of these benefits part-time employees shall receive an hourly supplement equivalent to:
  - Commencement of employment to the completion of five (5) years of employment: twelve percent (12%) supplement comprised of four percent (4%) vacation pay plus eight percent (8%) in lieu of benefits of their regular hourly rate for each hour actually worked for the Centre. It is understood that such employees shall be entitled to minimum of two (2) weeks off for vacation without pay.
  - Six (6) years of employment and onward: fourteen percent (14%) supplement comprised of six percent (6%) vacation pay plus eight percent (8%) in lieu of benefits of their regular hourly rate for each hour actually worked for the Centre. It is understood that employees who have worked five (5) years will be entitled to a minimum of three (3) weeks off for vacation without pay.
- d) Part-time employees shall be offered, by order of seniority, the right of refusal to be scheduled to replace full-time employees on approved leave of absence or during peak periods (i.e. scheduled school closures). The scheduling of these hours shall not affect the employee's status as a part-time employee provided the term of employment exceeding twenty hours per week does not surpass six (6) weeks in any eight (8) week period. Weeks may exceed this only during summer months.

## 2.05 Casual Employees

- a) Casual employees are employees who are employed on call to replace bargaining unit employees on short-term leaves (i.e. sick days, vacation, personal days, etc.). They have no set hours of work, and may accept or reject specific hours offered based on their availability.
- b) Casual employees shall not be eligible for paid leaves of absence (except bereavement), holidays, and vacation time or over time provisions contained in this CA. Such benefits shall be as per ESA or employee benefits under Article 23.

Where a casual staff has been scheduled to work, and has had bereavement as defined in Article 21.02, they shall be entitled to paid bereavement for up to three (3) days providing they have been already scheduled to work.

- c) Casual employees shall not be eligible for benefits under Article 23 (health/pension, sick days and other paid leaves except bereavement) or benefits under section

22.07 Professional developments. In lieu of these benefits, casual employees shall receive an hourly supplement equivalent to four (4) percent of their regular hourly rate for each hour actually worked for the Centre.

- d) After Part-time staff have refused, casual employees shall be offered, by order of seniority, the right of refusal to be scheduled to replace full-time and part-time employees on approved leave of absences. Casual employees shall not work consecutively replacing the same employee for a period of more than six (6) weeks.

## **2.06 Full Time Employees**

- a) Full time employees are employees who are regularly employed for more than twenty (20) hours per week.
- b) Full time employees shall be eligible for paid leaves of absence, holidays, vacation, vacation pay, and employee benefits under Article 23.

## **2.07 No Other Agreements**

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

## **Article 3 - No Discrimination**

### **3.01 Parties Shall Not Discriminate**

The Employer and the Union each agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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, ancestry/colour/race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity/gender expression, receipt of public assistance, record of offences (unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of the employment), sex (including pregnancy and breastfeeding), sexual orientation.

## **Article 4 - Union Membership Requirement**

### **4.01 Employees to be Members**

The Union agrees with the Employer's proposal for a modified shop. As a condition of employment all employees of the Employer who are members of the Union at the time of certification shall remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment all new employees

who are members of the bargaining unit shall become and remain members in good standing of the Union within thirty (30) days of employment.

## **Article 5 - Check-off of Union Dues**

### **5.01 Check-Off Payments**

The Employer shall deduct from every employee any dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked-off as defined above.

### **5.02 Deductions**

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

### **5.03 Dues Receipts**

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

### **5.04 Indemnification Clause**

The Union agrees to indemnify and save the Employer harmless from all suits, actions, claims and demands or any kind or nature whatsoever which may at any time be brought against it by reason of the deduction of dues as aforesaid.

## **Article 6 - Acquainting Potential Employees**

### **6.01 Potential Employees**

The Employer agrees to advise potential employees of the fact that a union agreement is in effect, and with the conditions of employment set out in the article dealing with union security and dues check-off.

### **6.02 Interviewing Opportunity**

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, a maximum of thirty (30) minutes, during the first month of employment, for the purpose of acquainting the new employee with the benefits and duties of Union membership and her/his responsibilities and obligations to the Employer and the Union.

## **Article 7 - Correspondence**

**7.01** All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Steward of the day care. A copy of any correspondence between the Employer, and her designate, and any employee in the bargaining unit pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Steward or her designate.

## **Article 8 - Labour Management Bargaining Relations**

### **8.01 Union Bargaining Committee**

The Employer shall recognize a bargaining committee of up to four (4) employees. The Union will advise the Employer, in writing, of the Union members of the bargaining team.

### **8.02 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees, representatives of CUPE Local 2484, and the Union's legal advisors when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of an existing grievance. Access to the Employer's premises must be approved in advance by the Employer, and shall not be unreasonably denied.

### **8.03 Time Off For Meetings**

While meetings will normally be held outside of working hours any representative of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration.

During Collective Agreement negotiations, the Employer agrees to make available to the Union, and the Union agrees to make available to the Employer any readily available information that will assist the other party in making or responding to collective bargaining proposals.

- 8.04**
- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority, but with no salary or benefits, so that an employee may be a candidate in federal, provincial or municipal elections.
  - b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office. Salary and benefits will not be paid when an employee is elected to public office.

- c) An employee who is elected or selected for a position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence with accrued seniority, and without pay or benefits, for a period of up to two (2) years. Such leave shall be renewed on request by the employee.

## **8.05 Union Communication with Employees**

In addition to the Union having the right to post notices on the Union Board, the Employer agrees that the Steward or Bargaining Committee Members may record information about Union meeting in the Communications/Log Book.

## **Article 9 - Resolutions and Reports of the Employer and Union**

- 9.01** The Employer and the Union agree to maintain an open file available to both parties in which both parties shall maintain any government proposed legislation or other rules, regulations or materials relevant to day care centres which come to the attention of either party.

## **Article 10 - Grievance Procedure**

### **10.01 Recognition of Union Stewards and Grievance Committee**

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

### **10.02 Union Stewards**

There shall be one Steward and one alternate Steward. The Union shall notify the Employer in writing of the names of such persons and of any changes to this list.

### **10.03 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating and presenting grievances as provided in this Article. The Employer also recognizes that the role of the Steward may include discussions related to the investigation of complaints or disputes with a goal to resolving prior to the grievance stage. The Union recognizes that each Steward is employed full-time by the Employer and that such duties shall have priority over union matters and that she/he will not leave her/his work area during working hours except as may become necessary to perform her/his duties under this Agreement. Therefore, no Steward shall leave her/his work area without previously notifying her/his supervisor. Time for steward duties shall be granted within the next working day, subject to programming.

## **10.04 Definition of Grievance**

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

**10.05** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and in the order as set out below.

### **Step 1**

Prior to filing a grievance at Step 2 of the grievance procedure, an employee who has a concern arising from a violation of the collective agreement or legislation shall attempt to resolve the issue verbally with their supervisor.

Such discussion shall take place within ten (10) working days from the time it came or ought to have come to the attention of the employee, failing which it shall be barred from the grievance procedure. The Employee, at their sole discretion, has the right to meet with the supervisor on their own or to have a union steward/representative present during the discussion.

The supervisor will provide a written response within five (5) working days of the meeting.

The employee has up to five (5) working days to ask any clarifying questions arising from the Supervisors written response.

### **Step 2**

The complaint will be prepared as a written grievance within five (5) working days following the expiration of the time to resolve the complaint in Step 1. Such grievance will state the clause or clauses in the Agreement alleged to have been violated and will be dated and signed by the grievor and will be presented to the Supervisor. After any necessary discussion, but within five (5) full working days, unless a longer period be agreed upon by the parties, the Supervisor will give her answer in writing.

### **Step 3**

If the grievance is still not settled, the Union will present the written grievance to a member of the Board of the Employer within five (5) working days after receiving the answer in Step 2. The Board shall consider the grievance at its next monthly meeting and shall render its decision within ten (10) working days after the monthly meeting. It is understood that should the Board not have a regular monthly meeting scheduled, a special meeting will be called to address the grievance no later than one month after its receipt.

The board shall be given an opportunity to ask clarifying questions up to ten (10) days prior to the scheduled or special board meeting. The Employee or union shall respond to any questions on or before five (5) days of the scheduled or special meeting.

The Board would then render its decision within five (5) working days of the special meeting.

Failing settlement at Step 3, either party may refer the grievance to a Board of Arbitration in accordance with Article 11. If arbitration is to be invoked, the request for Arbitration must be made within twenty (20) working days after an answer has been given to the grievance in Step 3 above.

With the aim to resolve the grievance without the need for an arbitration hearing, the parties agree that while they await Arbitration dates, they may utilize the services of a grievance mediator. The decision to hire a mediator shall be by mutual consent, and the cost will be shared equally by the parties.

### **10.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 2 of this Article may be by-passed. Where the Employer has a grievance, it shall present it in writing to the National Representative of the Union and such shall constitute Step 3 for that purpose.

### **10.07 Grievance on Health and Safety**

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

### **10.08 Replies in Writing**

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

### **10.09 Facilities for Grievances**

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

### **10.10 Mutually Agreed Changes**

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

### **10.11 Grievance and Arbitration Pay Provisions**

The aggrieved Employee and the Shop Steward of the Union shall not suffer any loss of pay or benefits for the total time reasonably involved in the processing of a grievance.

## 10.12 Extension of Time Limits

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

## Article 11 - Arbitration

**11.01** No matter may be submitted to arbitration, which has not been properly carried through all earlier steps provided for in the Grievance Procedure.

**11.02** The party referring a grievance to arbitration will propose three arbitrators, one of whom to hear the grievance arbitration as a sole arbitrator. The responding party will identify the one arbitrator to which they agree, or propose a list of three alternate arbitrators, from which the grieving party will select one. Where there is no agreement to a single arbitrator, the matter shall be referred to the Minister of Labour for the Province of Ontario, with the request that they appoint a sole arbitrator. The expense of an arbitrator will be borne equally by both the Employer and the Union.

**11.03** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

### 11.04 Amending of Time Limits

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

## Article 12 - Discharge, Suspension and Discipline

### 12.01 a) Notice

The employee shall be notified in writing of any expression of dissatisfaction which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work within thirty-five (35) days of allegation being made known to the *Board of Directors*. The Shop Steward at the Day Care Centre is also to be informed within the said time frame. The notice shall include the particulars of the allegations made against the employee.

*Verbal notice may be substituted for written notice*, where the employee and shop steward were clearly aware of the allegation and were given an opportunity to attend before the *Board of Directors* and respond to the allegations.

If notice is not given as required by Article 12.01 a) and 12.01 b), no disciplinary action may be taken against the employee.

**b) Right to Respond**

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

**12.02** The record of an employee shall not be used against her/him at any time after twelve (12) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

**12.03 Right to Have Steward Present**

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

**12.04 Access to Personnel File**

An employee shall have the right at any time to have access to and review her/his personnel file in the presence of the supervisor and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record. The file cannot be removed from the office.

**12.05 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

**12.06 Principle of Innocence**

Both parties agree that an employee is considered innocent until proven guilty. The Employer agrees to employ progressive disciplinary procedures as appropriate (verbal warnings, written warnings, suspensions and termination) where there is just cause. 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 procedure outlined in Letter of Understanding #5.

**12.07 Crossing of Picket Lines During Strike**

An employee covered by the 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. It is understood that the employer retains the right to make the necessary arrangements to move the program to a neutral location and continue to run the daycare.

## **12.08 Political Action**

No employee shall be disciplined for participation in any political action(s) called by the Canadian Labour Congress, its affiliates or subordinate bodies. Employees participating in any such action shall be granted an approved, unpaid leave of absence, if such actions occur during the employees' normal working hours. Such leave shall be granted to each employee a maximum of one working day per calendar year. Any subsequent leave(s) within the same calendar year for political action purposes must be pre-approved by the Employer, and if approved will be without pay. Unapproved absence may result in discipline.

## **Article 13 - Seniority**

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

- a) Seniority for full-time and part-time employee shall be defined as the length of continuous service in the employ of the Employer and shall be used as set out in the other provisions of this Agreement. Full-time and part-time employees will be listed on Seniority List A.
- b) Seniority for Temporary and Casual employees shall be defined as the length of continuous service in the employ of the Employer as a Temporary and/or Casual employee and shall be used as set out in the other provisions of this Agreement. Temporary and Casual employees will be listed on Seniority List B.
- c) Notwithstanding any other provision of this Agreement, when an employee on Seniority List B is the successful applicant for a posted vacancy in a full-time or part-time position, then the employee will be placed on Seniority List A with prorated seniority based on a factor of one third of their prior seniority as specified on Seniority List B, calculated as [(Seniority on List B) multiplied by 0.333].
- d) An Employee will be deemed to have continuous service except as stipulated in Article 13.04 or otherwise in this Agreement.
- e) Where two or more Employees have the same seniority date their placement on the list will be determined by lot conducted by the Union.

### **13.02 Seniority List**

The Employer shall maintain Seniority List A and Seniority List B showing the date upon which each employee commenced employment and a calculation of their seniority credits. Up-to-date seniority lists shall be sent to the Union and posted within the day care centre in July of each year. Casual employees shall be on probation for a period of three hundred and sixty (360) hours.

### **13.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. After successful completion of the probationary period seniority shall be effective from the original date of employment. Probationary employees shall not have

the right to grieve discharge. The probationary period may be extended one (1) month on agreement of the parties.

### **13.04 Loss of Seniority**

Seniority shall be considered terminated and an employee shall be deemed to have quit her employment if she:

- a) voluntarily leaves the employment of the Employer;
- b) is discharged for just cause;
- c) is absent from work for more than three (3) working days without prior notification to the Employer;
- d) fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to her last listed address with the Employer;
- e) fails to return to work upon conclusion of a leave of absence unless her failure to return is for reasonable cause;
- f) fails to take a medical examination as required by the Child Care and Early Years Act by qualified medical practitioner; and
- g) is not recalled to work within an eighteen (18) month period after her layoff.

#### Article 13.04 b

- a) Casual employees shall lose seniority rights where they have refused work more than four (4) times in one month where at least forty-eight (48) hours notice was provided.
- b) Casual employees will be called in order of seniority.

## **Article 14 - Promotions and Staff Changes**

### **14.01 Job Postings**

When a vacancy occurs within the bargaining unit which the Employer chooses to fill, or a new position is created within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of five (5) working days so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of a vacancy.

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

of the employee's suspension by the College of Early Childhood Educator's. Does not supersede article 1.01.

The position of a suspended employee can be replaced during the suspension by a temporary employee.

#### **14.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, age group and salary rate or range.

#### **14.03 Union Preference**

Outside applications for any advertised vacancy shall not be considered until such time as applications of present union members at the Day Care Centre have been fully processed in accordance with this Article.

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

If in the opinion of management, which opinion shall not be made in a manner which is arbitrary, discriminatory or in bad faith, the skill, ability, experience and qualification are relatively equal between two (2) or more employees, seniority shall be the deciding factor when decisions are made with regard to promotions, transfers or staff changes within the bargaining unit.

#### **14.05 Trial Period**

The successful applicant shall be notified within one (1) week following the end of the posting period. She/he shall be placed on trial for a period of up four (4) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of four (4) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification she/he shall be returned to her/his former position, wage, salary rate, without loss of seniority.

Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

#### **14.06 Notification to Employee and Union**

Within fourteen (14) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

## **Article 15 - Layoffs and Recalls**

### **15.01 Definition of Layoff**

- a) A layoff shall be defined as a lack of work which results in a reduction in the workforce.
- b) When a change in hours of work is required the employer will meet with the union to discuss alternatives.

### **15.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service.

Employees shall be laid off in the reverse order of their seniority always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Child Care and Early Years Act.

### **15.03 Recall Procedures**

Employees shall be recalled in order of their seniority provided employees are qualified in accordance with the Child Care and Early Years Act.

### **15.04 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall subject to employees being qualified under the Child Care and Early Years Act.

### **15.05 Advance Notice of Layoff**

The Employer shall provide one (1) month's notice of lay-off to the employee.

### **15.06 – Involuntary Closures**

In the event that Junction Day Care Centre is required to close, either fully or partially, for reasons beyond the control of the Employer, the Union and the Employer shall meet as expeditiously as possible in order to discuss staffing. Involuntary closures will include, but not necessarily be limited to situations where the Centre is required to close by government, public health authority, or otherwise for reasons related to health and safety or where the Centre cannot viably provide child care at the Centre such as, but not limited to: damage to the physical facility, natural disaster, law enforcement activity, etc.

## **Article 16 - Hours of Work**

### **16.01 a) Regular Daily and Weekly Hours For Full Time Employees**

Daily hours of work shall be seven (7) hours per day. The regular weekly hours shall be thirty-five (35) hours per week, Monday to Friday.

### **b) Maximum Daily and Weekly Hours for Part Time Employees**

The maximum regular daily hours worked shall be four (4) hours per day. The maximum regular weekly hours shall be twenty (20) hours per week, Monday to Friday.

### **16.02 Lunch Break**

There shall be a one (1) hour unpaid lunch break per working day. Should an employee be required to work the lunch period while on a field trip, such employee shall be permitted to either take the lunch break when they return to the Centre or leave early or take it as lieu time at a time mutually agreed upon, providing, in all instances, the child/staff ratios are maintained.

### **16.03 Flexible Working Hours/Week**

During the life of this Agreement, flexible working hours may be introduced provided that: (a) they are mutually agreed upon between the employee and the Employer, and (b) the number of hours worked in the course of a day does not exceed the limit stipulated in clause 16.01 above.

### **16.04 Working Schedule**

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

### **16.05 Paid Rest Periods**

All employees who are scheduled to work at least five (5) consecutive hours shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in an area made available by the Employer. If mutually agreed to between the parties the two (2) rest periods shall be combined. Should an Employee miss a rest period due to ratio requirements while on a field trip, the Employee shall be entitled to straight time off in lieu of overtime scheduled at a time mutually agreed to by the Director and the Employee.

### **16.06 Offering Of Work/Hours**

In the event that additional hours become available as a result of the absence of another employee for any reason, the work/hours will be offered on the following basis, subject to always maintaining required ratios required by the Ontario Ministry of Education, and unless the Director's reasonable discretion is otherwise:

1. To Employees working less than 7 hours per day, in order of seniority. If these Employees are not available, then:
2. To Casual Employees, in order of seniority. Casual Employees shall not work consecutively replacing the same Employee for a period of more than six (6) weeks. If these Employees are not available, then:
3. To staff working 7 hours per day, in order of seniority. This will include an offer of overtime.

## **16.07 Before and After School Programs**

The Union and the Employer agree that notwithstanding Article 2.04 in the Collective Agreement, the employees working in Before and After School Programs will work a minimum of twenty-five (25) hours per week and therefore will be considered full time employees and will be in receipt of all Employee Benefits as per Article 23 of the Collective Agreement. Such employees will not be eligible for 'in lieu benefits' as per Article 2.04 (c). Vacation, etc. will be pro-rated based on hours worked. All ECE's & ECA's will be compensated as per Schedule "A" in the Collective Agreement.

Employees who work in these programs shall be compensated for their attendance at all meetings that are scheduled outside of their normal working hours on a straight time or overtime basis, as the case may be. This will include but is not limited to meetings with parents and the Supervisor.

## **Article 17 - Overtime**

### **17.01 Overtime Defined**

All time worked in excess of four (4) hours for part-time employees, and in excess of seven (7) hours for full-time employees, in a work day shall be considered overtime.

### **17.02 Overtime Rate**

Overtime work shall be paid for at the rate of time and one-half.

### **17.03 Staff Meeting**

Any employee required to attend staff meetings outside the regular workday shall be entitled to straight time off in lieu of overtime. All lieu time will be taken within a thirty (30) day period.

## **17.04 Student Placement**

Employees will receive one (1) hour of overtime pay for each twenty-five (25) hours spent supervising an individual E.C.E. placement student, up to a maximum of seven (7) hours of overtime earned in respect of each individual E.C.E. placement student.

## **Article 18 – Holidays**

### **18.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day
Good Friday	Civic Holiday
Family Day	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
	Boxing Day

Any day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

The Centre will close between Christmas and New Year's. Those days, which are not paid holidays, shall be taken as paid time off, with no deductions from Vacation or Holiday allotments.

Unless and until the National Day for Truth and Reconciliation becomes a statutory holiday for provincially-regulated employees in Ontario, all full-time and part-time employees are entitled to one (1) float day in lieu of National Day for Truth and Reconciliation.

Priority for use of the float day on National Day for Truth and Reconciliation will be given to any employee who asserts Indigenous Canadian heritage. All other employees shall be permitted to use the float day at a time mutually agreeable with the employer. Employees are encouraged to use the float day for the purposes of education and reflection on truth and reconciliation and Indigenous relations in Canada.

### **18.02 Compensation for Holidays on Saturday or Sunday**

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day the Employer shall declare to be the holiday for the purpose of this Agreement.

## Article 19 - Vacations

### 19.01 Length of Vacation

All Full time and Part time employees shall be entitled to vacation with pay in accordance with years of service as follows:

Less than 1 year	<i>Employment Standards Act</i>
After 1 year	- 2 weeks
After 2 years	- 3 weeks
After 3 years	- 4 weeks
After 15 years	- 5 weeks
After 20 years	- Lou #7

### 19.02 Compensation for Holidays Falling Within Vacation Schedule

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

### 19.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.

### 19.04 Vacation Schedule

The Employer will provide a vacation request book to all staff beginning on the first Monday of November in each calendar year. The book will be provided to staff in seniority order to all staff eligible for vacation in the following calendar years. Staff will have 2 business days to review available vacation days and return the book with their requested vacation time. Staff need not request their entire allotment of vacation entitlement during their two-day selection period, but any non-requested vacation time will not be guaranteed to be scheduled at the employee's preferred dates.

The vacation schedule for each calendar year will be posted on the first working day in each calendar year. If the process for selecting vacation days is delayed, then posting of the vacation schedule can be delayed by up to the same number of days that the selection process is delayed.

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

A limit of three (3) consecutive weeks for vacation may be used during the-months of July and August.

Normally only one (1) full time staff per room may be approved vacation time. Special consideration may be made to allow for time off where an employee has a special event. If a staff member requests time off for a special event, they must indicate the special event at the time of the request.

### **19.05 Maximum Annual Carry Over of Vacation**

An employee is permitted to carry forward no more than ten (10) days vacation from the previous year to the following year.

Employees who are planning a special event for example their wedding, or who are travelling a long distance for their vacation shall be allowed additional carry over of up to ten (10) additional days. The employee must provide advance notice in writing by November 1 of the previous calendar year in which they would like to carryover additional days.

## **Article 20 - Sick Leave Provisions**

### **20.01 Sick Leave Defined**

Sick leave means the period of time an employee is unable to attend work due to an illness or an accident.

### **20.02 Amount of Paid Sick Leave**

Subject to Article 20.03, sick leave shall be earned at the rate of one and one-half (1½) days for every month an employee is employed. Part-time employees shall receive one and one-half (1½) sick credits for every month an employee is employed. A sick day refers to the hours a part time staff is scheduled to work. It does not include supply hours which are in addition to the regularly scheduled hours.

### **20.03 Accumulation of Sick Leave**

Sick days accumulation increased from 60 to 90 days.

### **20.04 Family Sick Leave**

Employees are entitled to sick leave when they are unable to attend work due to illness or an accident suffered by themselves or a member of their family, as per Article 21.02, in need of their care. An employee shall be allowed a maximum of thirty (30) sick days from the unused portion of their sick leave bank when they are unable to attend work due to the illness or accident suffered by a member of their family in need of their care.

A deduction shall be made from the unused portion of an employee's sick leave of all normal working days (exclusive of holidays) absent for sick leave.

For purposes of this article a "day" means a regularly scheduled workday for the employee claiming a sick leave benefit.

### **20.05 Proof of Illness**

An employee shall be required to produce a certificate from a medical practitioner when absent three or more consecutive days certifying:

- a) that she/he was unable to carry out her/his duties due to her/his illness; or
- b) a family member of the employee was ill and in need of her/his care

The cost of any medical certificate not covered by OHIP or the extended health benefits carrier shall be paid by the Employer.

### **20.06 Sick Leave During Layoff**

When an employee is laid off on account of lack of work, she/he shall not receive sick leave credits for the period of such absence.

### **20.07 Sick Leave Records**

In December of each year the Employer will advise each employee in writing of the amount of unused sick leave credited to the employee.

### **20.08 Workers' Compensation Plan**

The Employer agrees to participate in the Workers' Compensation Plan and to cover all employees under the Plan.

### **20.09 Mental Health Days**

Employees will be entitled to nine (9) mental health days, per annum, to be used only with the mutual agreement of the supervisor and the employee. Mental health days may not be carried over to the following year and when used, will be deducted from the Employee's sick leave bank.

### **20.10 Severance**

Upon severance by the Employer, the employee shall be entitled to compensation equivalent to one (1) week per full year of employment at Junction Day Care. The employee must have been employed at Junction Day Care for at least five (5) years for the severance compensation to apply. There is a ten (10) week maximum. Severance is not "discharge or suspension" as defined in Article 12, or a temporary layoff.

**20.11** For purposes of this provision severance of an employee by the employer does not include a loss of seniority as defined in Article 13.04 a) b) c) d) e) f) and g) or a temporary lay off or suspension.

## **Article 21 - Leave of Absence**

### **21.01 Leave of Absence for Union Functions**

Upon written request to the Employer an Employee elected or appointed to represent the Union at conventions, conferences and educationals shall be allowed leave of absence without pay but with benefits. A request by more than one Employee for the use of this leave, on the same day(s), shall be subject to management approval. Such approval shall not be withheld in an arbitrary or discriminatory manner.

### **21.02 Paid Bereavement Leave**

An Employee shall be granted a leave of absence without loss of pay for the five (5) consecutive working days immediately following the death of a parent, wife, husband, brother, sister, child, common-law-partner, same sex partner or child's parent provided that such days were scheduled working days for the Employee. Where a casual staff has been scheduled to work and has had bereavement as defined in Article 21.02, they shall be entitled to paid bereavement for up to three (3) days providing they have been already been scheduled to work.

An Employee excluding casuals shall be granted a leave of absence for one (1) working day after the death of a grandparent, grandchild, aunt, uncle, mother/father-in-law provided that such day was a scheduled working day for the Employee. Employee will be granted three (3) additional days of leave if burial takes place outside of the province, and four (4) additional day of leave if burial takes place outside the country. With approval from their supervisor and under extenuating circumstances, an employee may request and be granted bereavement leave which may start at a time later than immediately following the death of the loved one as above.

### **21.03 Maternity, Adoption and Parental Leave as a Right**

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

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

**21.05** Maternity, Adoption and parental leave shall cover a period up to eighteen (18) months before and/or after the birth or adoption of a child. During this period, full seniority shall accumulated. Benefits shall be paid by the Employer for the period of the Maternity, adoption or parental leave allowed under the ESA. Employees will be granted an additional six (6) months leave with no benefits. The Employees may choose to continue benefit coverage for the extended part of the leave, by notifying the

Supervisor and arranging for the payment of premiums. This notice shall be provided by the Employee prior to their departure for Maternity, adoption or parental leave.

## **21.06 Pregnancies and Parental Leave**

a) When an employee decides to return to work , after maternity, adoption or parental leave, she shall provide the Employer with at least one (1) month's notice. On return from maternity leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position of equal rank and value at the same rate of pay.

b) Pregnancy and Parental Leave Supplementary Employment Insurance Benefit

The Employer will pay to an employee taking a pregnancy or parental leave an Employment Insurance (EI) Supplementary Benefit of twenty percent (20%) of her/his pre-leave salary for a maximum period of 52 weeks from the commencement of the pregnancy and parental leave.

An employee must be eligible to receive employment insurance benefits and must apply for these benefits before the EI supplementary benefit is payable by the Employer.

## **21.07 Special Leave**

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

<b>Reason</b>	<b>Leave of Absence</b>
Moving own household	One (1) day
Parental Leave	two (2) weeks

Employees shall be allowed one (1) additional day for serious household or domestic emergency or formal hearing to become a Canadian Citizen.

## **21.08 Leave of Absence for Diseases and Conditions Harmful to Pregnancy**

A pregnant employee shall after notifying the supervisor receive an immediate leave of absence in the event that a known or suspected disease which could prove harmful to either the Employee or her fetus occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a period of two (2) weeks. An employee shall only be entitled to one (1) such leave per pregnancy.

An employee may be required to produce a certificate from a medical practitioner certifying that such a leave was necessary and/or a statement suggesting the Employee may return to work without risk to themselves, their co-workers and the children in the centre.

## **21.09 Emergency Leave**

The parties agree that the provisions of Sections 50 – 53 of the Employment Standards Act, 2000 (SO Chapter 41) shall apply, notwithstanding the fact that the Employer does not regularly employ 50 or more employees.

## **21.10 Jury Duty**

An employee called to serve on jury duty or subpoenaed, as a witness shall be granted leave of absence and shall retain and accrue seniority during such absence. Employees who are required as a juror or witness shall continue to be paid the regular pay, which they would have earned for their scheduled hours of work, provided they pay any fee, not including any allowances, received for jury duty to the Employer.

## **21.11 Domestic and Sexual Violence Leave**

The Employer agrees to recognize that employees sometimes face situations in their personal lives that may affect their performance and attendance at work.

An employee who has been employed by the Employer for at least 13 consecutive weeks is entitled to a leave of absence if the employee or child of the employee (step child, foster child or a child under their legal guardianship and who is under 18 years of age) experiences domestic or sexual violence, or the threat of domestic or sexual violence.

Employees shall be entitled to fifteen (15) weeks under this leave. The first five (5) days shall be with pay. In the event the employee exhausts the first five (5) paid days, the employee shall have the option to use vacation days (holiday-H) and sick days ( S) before the employee converts to unpaid leave, all benefits under this Collective Agreement will remain in effect and seniority and service will accrue for all purposes.

Such leave may be used for the following:

- To seek medical attention for the employee or the child of the employee in respect of physical or psychological injury or disability caused by the domestic or sexual violence;
- To obtain services from a victim services organization for the employee or for the child;
- To obtain psychological or other professional counselling for the employee or the child;
- To relocate temporarily or permanently;
- To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

### **Advising the Employer:**

- An employee who wishes to take a leave under this article shall advise the employer in writing as soon as possible that the employee will be doing so:
- If an employee must begin a leave under this article before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning the leave.

**Evidence:**

- The employer may require an employee who takes a leave under this article to provide evidence reasonable in the circumstances.

**21.12 Family Medical Leave**

- (a) Family Medical Leave will be granted to an employee for up to twenty-eight (28) weeks within a fifty-two week period to provide care or support to a family member who is at risk of dying within a 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.
- (b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.

**21.13 Personal Leave**

Written request for a personal leave of absence without pay will be considered on an individual basis by the Director. Such requests are to be submitted to the employee's immediate supervisor in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. The Director will consider all requests in a non-arbitrary manner, and such leaves will not be unreasonably denied. (Examples of leaves under this clause would be: sabbaticals, leaves in excess of 6 months). Personal leave shall be a maximum of one (1) year or fifty-two (52) weeks. Employees must provide employer thirty (30) days' notice of return.

**Article 22 - Payment of Wages and Allowances****22.01 Pay Days**

The Employer shall pay salaries every second Friday 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 her salary, overtime and other supplementary pay and deductions.

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

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

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

- a) Whenever an employee voluntarily accepts an assignment to perform the regular duties of a higher rated person for at least a full day or shift, they shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of .65 cents per hour, whichever is greater.
- b) Employees will be offered to perform the higher rated classification in accordance with Article 16.06.
- c) The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- d) Should the Assistant Supervisor and Director and Assistant to the Director [title to be determined] be absent from the centre, a designate shall be assigned to assume responsibility. The designate shall be the most senior RECE staff person on duty, and will be notified when such assignment is made. The designate shall remain in their room performing their normal duties. A top up of two dollars (\$2) per hour shall be added to their regular pay when they perform such designate duties for less than 7 hours per day. Otherwise the provision above shall be followed.
- e) The Director shall provide an annual workshop to all staff on the roles and responsibilities of being the designate, in order to ensure that staff are equipped to perform the role.

The name of the designate in charge will be identified in the communication book on a daily basis.

## **22.04 Vacation Pay**

Whenever pay can be done as direct deposit, there will be no pay given in advance of the regular payroll.

## **22.05 Mileage Allowance**

Mileage rates paid to the food handler using her/his own automobile for the Employer's business during normal working hours shall be as follows:

- forty cents (40¢) per kilometre. All kilometrage shall be calculated from the first day to the last day of each calendar month. An expense sheet shall be supplied to the Employer when claiming such mileage.

## 22.06 Child Care Allowance

The Employer shall reimburse, up to a limit of five dollars (\$5.00) per hour, for the actual cost of substitute care when an employee works overtime. Before agreeing to work overtime the employee shall advise the Employer if she/he will be claiming such allowance.

## 22.07 Professional Development

The Employer will reimburse the employee for annual registered Early Childhood Education fee provided that the Employee provides proof of payment. Effective Jan. 1, 2013.

The Employer shall create and fund an annual Professional Development Fund, of three hundred dollars per staff member per year that would provide access to employees for registration and materials required for professional development/workshops. Employees wishing to access this fund shall receive prior approval of the Employer.

Upon receiving approval of the Employer, employees shall be granted paid leave of absence to attend professional development courses.

- a) Use of this fund shall also include, but are not limited to, costs for facilitators/workshops/educational of interest to the employees and relating to their professions. The Centre shall endeavour, where possible, to plan these courses during the Centre's staff meetings.
- b) Staff who obtain their ECE diploma will be placed on the pay grid recognizing 50 percent of their current employment years with Junction Day Care.
- c) In addition to any other provision of this Article the Employer shall pay the costs of ECE related courses up to a maximum of \$1,000 per employee, not per year, provided that such courses receive prior approval from the Employer and must be offered by a recognized educational institution. Payment under this provision shall be subject to successful completion of the approved course of studies and the employee shall provide proof of successful completion of the course to the Employer. This benefit shall be used by a maximum of two (2) staff per year. Where more than two (2) employees request the benefit by July 1 of each year, seniority shall govern. Afterwards it will be first come first served. Employees shall provide at least two (2) weeks notice of proposed usage. Confirmation that the course meets the qualifications shall be provided within seventy-two (72) hours of the request.
- d) Employees who independently find professional development opportunities that are scheduled outside of working hours (evenings and weekends) shall be provided with lieu time on a straight time basis to a cap of ten (10) hours per calendar year for hours attending these opportunities provided that each of the following conditions are met:

- i. The Director confirms that the professional development opportunity is reasonably expected to enhance the employee's work performance;
- ii. The Director approves the lieu time accrual in advance, which approval will not unreasonably be denied.

## **22.08 No Elimination of Present Classification**

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

## **22.09 Changes in Classification**

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

The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

## **22.10 Classroom Preparation**

Each classroom will have two (2) prep days to prepare classrooms for the Fall program. Such time will be scheduled by each team and presented for approval by the Director.

## **Article 23 - Employee Benefit Plans**

**23.01** The Employer shall continue to provide the current existing benefit plan package for full-time permanent employees who have accrued six (6) months' of service with the employer with family and/or single coverage.

In the event that the Employer wishes to consider an alternative insurance provider, the Union will meet with the Employer to review the policies. In the event that such a plan providing equivalent benefits and services is found, the Union will agree to the alternate provider. The decision of whether a plan is equivalent shall rest solely with the Union

The Employer confirms the following additions to the benefits plan, effective September 1<sup>st</sup>, 2021:

- \$1000 annually for massage therapy
- Dental, including dentures, bridges and crowns
- Vision care every 24 months – \$400 for glasses/contact – up to \$120 for eye exams

- Ensuring benefits are bridged to cover all periods of medical leave, including LTD
- \$1000 annually for psychologists, psychotherapists
- Confirming occupational disability definition for LTD is for the person’s own occupation for at least the first twenty-four months of leave

**23.02 Pension Plan**

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

- a) “Plan” means a retirement vehicle as determined by the Union.
- 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;
  - ii) holiday pay, for the hours not worked; and
  - iii) vacation pay; and
  - iv) sick pay paid directly 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 five hundred (500) hours of service.
2. Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to of Applicable Wages to the Plan.

	Employee		Employer		Total
2019	3.5%	+	6%	=	9.5%
2020	3.5%	+	6%	=	9.5%
2021	3.5%	+	6%	=	9.5%
2022	3.5%	+	6%	=	9.5%
2023	3.5%	+	6%	=	9.5%

- 3) The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- d) The Union acknowledges and agree that other than making its contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceed the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this

increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- e) 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 inured to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article .05 of the Agreement include:

i) To Be Provided Once Only AT Plan Commencement

Date of Hire  
Date of Birth  
Date of First Contribution

Seniority List to include hours from date of Hire to Employer's fund entry date  
(for the purpose of calculating past service credit)  
Gender

ii) 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

iii) To Be Provided Initially and As Status Changes

Full Address  
 Termination Date Where Applicable (MM/DD/YY)  
 Marital Status

- f) In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

### **23.03 Wellness Programs**

The Employer agrees to reimburse up to two hundred dollars (\$200) per year for full-time Employees, and up to one hundred and fifty dollars (\$150) per year for part-time Employees, for wellness/fitness programs and/or professional fees related to wellness/fitness programs for the direct benefit of the staff member, including but not limited to gym memberships, health and fitness classes (such as yoga/pilates/meditation), online fitness classes, personal trainer fees, and home fitness equipment. The Employee seeking reimbursement is required to produce a bona fide receipt or proof of payment for purchase. Reimbursement will be upon approval by the Director, which will not unreasonably be denied.

## **Article 24 - Job Classification and Reclassification**

- 24.01** The Employer agrees to draw up job descriptions for each classification and present them to employees and provide copies to the Union. The Union shall also be provided with copies of job descriptions that have been changed.

## **Article 25 - Health & Safety**

- 25.01** The Union and the Employer shall co-operate in establishing rules and practices which will provide protection from factors adverse to employee health and safety.
- 25.02** The Employer shall reimburse an Employee for the cost of head lice shampoo when employees are required to use it due to a problem at the day care. The employee shall advise the Supervisor in advance.
- 25.03** An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the

shift at her/his regular rate of pay, without reduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.

#### **25.04 Transportation of Accident Victims**

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

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

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

**25.06** The employer shall provide additional external protective clothing when requested to do so. The employer shall consult with the union before determining what protective clothing is appropriate.

#### **25.07 Supervisory Support**

There must be a Director, Assistant to the Director [title to be determined], or Assistant Supervisor on duty at opening and closing times. If none of those three listed positions are available, or any of those three positions are vacant, a designate or designates must be named.

### **Article 26 - Job Security**

**26.01** The Employer agrees that it will not contract out work if the result of such contracting out leads to the loss of a job by an employee who is in the bargaining unit at the date of ratification of the contract.

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out work if the result of such contracting out leads to the loss of a job or reduction in hours of any bargaining unit member. The Employer further agrees that it may only contract out work should a vacancy occur within the bargaining unit, as outlined in Article 14.01, if there is no qualified bargaining unit member available to fill the position on a temporary basis, and even then, only until the hiring process is complete.

**26.02** Students are to be placed with prior consultation between staff and supervisor.

## **Article 27 - Child-Adult Ratio**

**27.01** The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer and the Employees agree to abide by the minimum requirements of the *Child Care and Early Years Act 2014, S.O. 2014, c. 11, Sched. 1* as amended.

### **27.02 Assessment for Quality Improvement (AQI)**

Employees shall be entitled to review their AQI scores for their program within twenty-four (24) hours of the City of Toronto reviewer providing the report to the Director.

## **Article 28 - General Conditions**

### **28.01 Bulletin Boards**

The Employer shall provide access to a bulletin board for the purpose of allowing the Union to post notices of meetings. Such notices shall have the approval of management before being posted and such approval shall not be unreasonably withheld.

### **28.02 Letter of Reference**

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

### **28.03 Transfer of Employees**

If it is necessary for an employee to be transferred to work with a different group of children this shall not be done in an arbitrary or discriminating way and shall only occur a maximum of once per year per employee unless the employee agrees. Nothing in this Article shall prevent the Employer from temporarily transferring an Employee while it conducts an investigation into any allegation, however, this transfer shall also not be done in an arbitrary or discriminatory manner.

### **28.04 Plural or Feminine Terms May Apply**

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

### **28.05 Membership List**

The Employer shall provide to the Local Union, on a monthly basis, a list of the members of the bargaining unit, their addresses and phone numbers.

### Article 29 - Employee Child Care Benefit

**29.01** Employees of the Centre who have children they wish to enrol at the Centre shall be given preference for placement at the Centre.

**29.02** An employee at the date of ratification who has access to facilities of the employer at a cost less than the full rate shall have that benefit continued until such time as the child is withdrawn from the employers facility or that employee ceases employment with the employer.

**29.03** Employees of Junction Day Care will be provided a discount of thirty-five (35%) percent for subsidized childcare fees and for full fee childcare fees. Suggested effective date: Sept. 1, 2013.

### 29.04 Cleaning Time

Employees, who work a normal seven (7) hour work day shall be entitled to one hour per month to perform cleaning duties within their rooms. Such time shall form part of their regular working hours but away from supervisory duties.

### Article 30 - Term of Agreement

#### 30.01 Duration


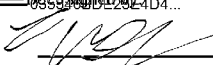
This Agreement shall be binding and remain in effect from January 1, 2019, to December 31, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31, in any year that it desires its termination or amendment.

#### 30.02 Changes in Agreement


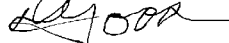
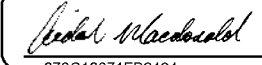
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed this 22nd day of November, 2022.

#### For the Employer

DocuSigned by:  
  
 DocuSigned by:  
 F578CC1EFEB7454...  
 Daniel Bennett  
 DocuSigned by:  
 D844319674DC...  
 Valerie Culp  
 DocuSigned by:  
 D855319674DC...  
  
 6FEC1A6D72CB49A...

#### For the Union

DocuSigned by:  
  
 DocuSigned by:  
 F578CC1EFEB7454...  
 Katherine Shiva  
 DocuSigned by:  
 D844319674DC...  
  
 DocuSigned by:  
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## New Clauses

Whenever an employee is assigned to perform the regular duties of a higher rated person for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of .65 cents per hour, whichever is greater. Where a vacancy occurs because the College of Early Childhood Educators has suspended the license of an ECE employee, the Daycare shall refrain from posting a full-time regular position to replace the suspended employee during the one year period following the date of the employee's suspension by the College of Early Childhood Educator's. Does not supersede article 1.01.

## Wages Schedule A

### **New base rates for Casual Employees, effective after ratification:**

#### Non-ECE

Start	<b>\$20.64</b>
Step 1	<b>\$21.66</b>

#### ECE

Start	<b>\$23.91</b>
Step 1	<b>\$24.79</b>

Base rate wage increases for all classifications other than Casual, retroactive to January 1, 2019:

- 2019: 1.5%
- 2020: 1%
- 2021: 1%
- 2022: 2.5%
- 2023: 2.5%

**Note that pay equity adjustments in the grids below remain subject to verification by the Union.**

**Junction Day Care  
2019 Wage Grid - Updated to Include Annual Pay Equity  
Adjustment**

	<b>2018</b>	<b>1.50%</b>	<b>2019 Pay Equity</b>	<b>2019 including Pay Equity</b>
<b>Assistant Supervisor</b>				
Start	\$ 32.77	\$ 0.49	\$ 0.34	\$ 33.60
Step 1	\$ 32.97	\$ 0.49	\$ 0.34	\$ 33.80
Step 2	\$ 33.65	\$ 0.50	\$ 0.34	\$ 34.49
Step 3	\$ 34.61	\$ 0.52	\$ 0.34	\$ 35.47
<b>ECE</b>				
Start	\$ 29.20	\$ 0.44	\$ 0.34	\$ 29.98
Step 1	\$ 29.77	\$ 0.45	\$ 0.34	\$ 30.56
Step 2	\$ 30.81	\$ 0.46	\$ 0.34	\$ 31.61
Step 3	\$ 31.66	\$ 0.47	\$ 0.34	\$ 32.47
		\$ -		\$ -
<b>Assistant ECE</b>		\$ -		\$ -
Start	\$ 25.70	\$ 0.39		\$ 26.09
Step 1	\$ 26.33	\$ 0.39		\$ 26.72
Step 2	\$ 26.96	\$ 0.40		\$ 27.36
Step 3	\$ 27.44	\$ 0.41		\$ 27.85
		\$ -		\$ -
<b>Food Handler</b>		\$ -		\$ -
Start	\$ 26.28	\$ 0.39		\$ 26.67
Step 1	\$ 27.10	\$ 0.41		\$ 27.51
Step 2	\$ 27.74	\$ 0.42		\$ 28.16
Step 3	\$ 28.71	\$ 0.43		\$ 29.14
		\$ -		\$ -
<b>Part-Time</b>		\$ -		\$ -
Start	\$ 22.30	\$ 0.33	\$ 0.49	\$ 23.12
Step 1	\$ 23.01	\$ 0.35	\$ 0.49	\$ 23.85
Step 2	\$ 24.39	\$ 0.37	\$ 0.49	\$ 25.25
Step 3	\$ 24.72	\$ 0.37	\$ 0.49	\$ 25.58
		\$ -		\$ -
<b>Float (0.65 added to ECE rate)</b>		\$ -		\$ -
Start	\$ 29.88	\$ 0.45	\$ 0.34	\$ 30.63
Step 1	\$ 30.44	\$ 0.46	\$ 0.34	\$ 31.21
Step 2	\$ 31.49	\$ 0.47	\$ 0.34	\$ 32.26
Step 3	\$ 32.34	\$ 0.49	\$ 0.34	\$ 33.12
<b>Casual ECA</b>				
Start	\$ 15.98		\$ 0.49	\$ 16.47
Step 1	\$ 16.64		\$ 0.49	\$ 17.13
<b>Casual ECE</b>				
Start	\$ 18.05		\$ 0.49	\$ 18.54
Step 1	\$ 18.80		\$ 0.49	\$ 19.29

**Junction Day Care****2020 Wage Grid - Updated to Include Annual Pay Equity Adjustment**

	<b>2019</b>	<b>1.00%</b>	<b>2020 Pay Equity</b>	<b>2020 including Pay Equity</b>
<b>Assistant Supervisor</b>				
Start	\$ 33.60	\$ 0.34	\$ 1.00	\$ 34.94
Step 1	\$ 33.80	\$ 0.34	\$ 1.00	\$ 35.14
Step 2	\$ 34.49	\$ 0.34	\$ 1.00	\$ 35.83
Step 3	\$ 35.47	\$ 0.35	\$ 1.00	\$ 36.82
<b>ECE</b>				
Start	\$ 29.98	\$ 0.30		\$ 30.28
Step 1	\$ 30.56	\$ 0.31		\$ 30.87
Step 2	\$ 31.61	\$ 0.32		\$ 31.93
Step 3	\$ 32.47	\$ 0.32		\$ 32.79
		\$ -		
<b>Assistant ECE</b>		\$ -		
Start	\$ 26.09	\$ 0.26		\$ 26.35
Step 1	\$ 26.72	\$ 0.27		\$ 26.99
Step 2	\$ 27.36	\$ 0.27		\$ 27.63
Step 3	\$ 27.85	\$ 0.28		\$ 28.13
		\$ -		
<b>Food Handler</b>		\$ -		
Start	\$ 26.67	\$ 0.27		\$ 26.94
Step 1	\$ 27.51	\$ 0.28		\$ 27.79
Step 2	\$ 28.16	\$ 0.28		\$ 28.44
Step 3	\$ 29.14	\$ 0.29		\$ 29.43
		\$ -		
<b>Part-Time</b>		\$ -		
Start	\$ 23.12	\$ 0.23	\$ 1.26	\$ 24.61
Step 1	\$ 23.85	\$ 0.24	\$ 1.26	\$ 25.35
Step 2	\$ 25.25	\$ 0.25	\$ 1.26	\$ 26.76
Step 3	\$ 25.58	\$ 0.26	\$ 1.26	\$ 27.10
		\$ -		
<b>Float (0.65 added to ECE rate)</b>		\$ -		
Start	\$ 30.67	\$ 0.31		\$ 30.93
Step 1	\$ 31.24	\$ 0.31		\$ 31.52
Step 2	\$ 32.30	\$ 0.32		\$ 32.58
Step 3	\$ 33.17	\$ 0.33		\$ 33.44
		\$ -		
<b>Casual ECA</b>		\$ -		
Start	\$ 16.47	\$ -	\$ 1.26	\$ 17.73
Step 1	\$ 17.13	\$ -	\$ 1.26	\$ 18.39
		\$ -		
<b>Casual ECE</b>		\$ -		
Start	\$ 18.54	\$ -	\$ 1.26	\$ 19.80
Step 1	\$ 19.29	\$ -	\$ 1.26	\$ 20.55

**Junction Day Care****2021 Wage Grid - Updated to Include Annual Pay Equity Adjustment**

	<b>2020</b>	<b>1.00%</b>	<b>2021 Pay Equity</b>	<b>2021 including Pay Equity</b>
Assistant Supervisor				
Start	34.94	0.35	0.52	35.81
Step 1	35.14	0.35	0.52	36.01
Step 2	35.83	0.36	0.52	36.71
Step 3	36.82	0.37	0.52	37.71
ECE				
Start	30.28	0.30		30.58
Step 1	30.87	0.31		31.18
Step 2	31.93	0.32		32.25
Step 3	32.79	0.33		33.12
Assistant ECE				
Start	26.35	0.26		26.61
Step 1	26.99	0.27		27.26
Step 2	27.63	0.28		27.91
Step 3	28.13	0.28		28.41
Food Handler				
Start	26.94	0.27		27.21
Step 1	27.79	0.28		28.07
Step 2	28.44	0.28		28.72
Step 3	29.43	0.29		29.72
Part-Time				
Start	24.61	0.25	1.00	25.86
Step 1	25.35	0.25	1.00	26.60
Step 2	26.76	0.27	1.00	28.03
Step 3	27.10	0.27	1.00	28.37
Float (0.65 added to ECE rate)				
Start	30.93			31.23
Step 1	31.52			31.83
Step 2	32.58			32.90
Step 3	33.44			33.77
Casual ECA				
Start	17.73	-	1.00	18.73
Step 1	18.39	-	1.00	19.39
Casual ECE				
Start	19.80	-	1.00	20.80
Step 1	20.55	-	1.00	21.55

**Junction Day Care****2022 Wage Grid - Updated to Include Annual Pay Equity Adjustment**

	<b>2021</b>	<b>2.50%</b>	<b>2022 Pay Equity</b>	<b>2022 including Pay Equity</b>
<b>Assistant Supervisor</b>				
Start	35.81	0.90	-	36.71
Step 1	36.01	0.90	-	36.91
Step 2	36.71	0.92	-	37.63
Step 3	37.71	0.94	-	38.65
<b>ECE</b>				
Start	30.58	0.76	-	31.34
Step 1	31.18	0.78	-	31.96
Step 2	32.25	0.81	-	33.06
Step 3	33.12	0.83	-	33.95
<b>Assistant ECE</b>				
Start	26.61	0.67	-	27.28
Step 1	27.26	0.68	-	27.94
Step 2	27.91	0.70	-	28.61
Step 3	28.41	0.71	-	29.12
<b>Food Handler</b>				
Start	27.21	0.68	-	27.89
Step 1	28.07	0.70	-	28.77
Step 2	28.72	0.72	-	29.44
Step 3	29.72	0.74	-	30.46
<b>Part-Time</b>				
Start	25.86	0.65	1.05	27.56
Step 1	26.60	0.67	1.05	28.32
Step 2	28.03	0.70	1.05	29.78
Step 3	28.37	0.71	1.05	30.13
<b>Float (0.65 added to ECE rate)</b>				
Start	31.23			31.99
Step 1	31.83			32.61
Step 2	32.90			33.71
Step 3	33.77			34.60
<b>Casual ECA</b>				
Start	20.64	-	1.05	21.69
Step 1	21.66	-	1.05	22.71
<b>Casual ECE</b>				
Start	23.91	-	1.05	24.96
Step 1	24.79	-	1.05	25.84

**Junction Day Care  
2023 Wage Grid - Updated to Include Annual Pay Equity  
Adjustment**

	<b>2022</b>	<b>2.50%</b>	<b>2023 Pay Equity</b>	<b>2023 including Pay Equity</b>
<b>Assistant Supervisor</b>				
Start	36.71	0.92	-	37.63
Step 1	36.91	0.92	-	37.83
Step 2	37.63	0.94	-	38.57
Step 3	38.65	0.97	-	39.62
<b>ECE</b>				
Start	31.34	0.78	-	32.12
Step 1	31.93	0.80	-	32.73
Step 2	33.06	0.83	-	33.89
Step 3	33.95	0.85	-	34.80
<b>Assistant ECE</b>				
Start	27.28	0.68	-	27.96
Step 1	27.94	0.70	-	28.64
Step 2	28.61	0.72	-	29.33
Step 3	29.12	0.73	-	29.85
<b>Food Handler</b>				
Start	27.89	0.70	-	28.59
Step 1	28.77	0.72	-	29.49
Step 2	29.44	0.74	-	30.18
Step 3	30.46	0.76	-	31.22
<b>Part-Time</b>				
Start	27.56	0.69	1.05	29.30
Step 1	28.32	0.71	1.05	30.08
Step 2	29.78	0.74	1.05	31.57
Step 3	30.13	0.75	1.05	31.93
<b>Float (0.65 added to ECE rate)</b>				
Start	31.99			32.77
Step 1	32.58			33.38
Step 2	33.71			34.54
Step 3	34.60			35.45
<b>Casual ECA</b>				
Start	21.69	-	1.05	22.74
Step 1	22.71	-	1.05	23.76
<b>Casual ECE</b>				
Start	24.96	-	1.05	26.01
Step 1	25.84	-	1.05	26.89

### LETTER OF UNDERSTANDING # 1

between

Junction Child Care

and

CUPE Local 2484-17

#### Re: Schedule "A"

This will confirm the understanding of the parties with respect to the Collective Agreement dated \_\_\_\_\_ with respect to Schedule "A".

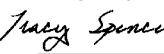
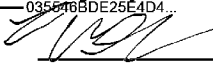
The employer agrees to apply for any new wage grants for which it is eligible.

In the event that a salary grant other than the Direct Operating Grant is allocated to the Day Care Centre, the Employer undertakes to negotiate with the Union for the distribution of said grant to eligible employees according to the guidelines set forth by the granting agency.


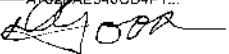
11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 2022.

#### For the Employer

DocuSigned by:  
  
 \_\_\_\_\_  
 DocuSigned by:  
 Daniel Bennett  
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 Valerie Culp  
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#### For the Union

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### LETTER OF UNDERSTANDING #2

between

Junction Child Care

and

CUPE Local 2484-17

#### Re: Direct Operating Grant

This will confirm the agreement of the parties with respect to the distribution of the Direct Operating Grant (D.O.G.)

- 1) The total amount of the D.O.G. shall be distributed equitably between all employees on an hourly basis calculated as follows:

Total Annual Grant  
 \_\_\_\_\_ = Hourly Rate

Total Annual Hours All Staff Paid For

- 2) The hourly rate is to be paid to each employee in proportion to the number of hours each employee is paid for.
- 3) The D.O.G. is to be included with the regular pay cheques payable for all hours paid for in the pay period.

11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 2022.

#### For the Employer

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*Tracy Spence*  
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 DocuSigned by:  
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*Daniel Bennett*  
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*Valerie Culp*  
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#### For the Union

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*Nedal Macdonald*  
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### LETTER OF UNDERSTANDING #3

between

Junction Child Care

and

CUPE Local 2484-17

The Employer and the Union agree that there is a need to consolidate or otherwise make more efficient use of resources to improve services and to strengthen bargaining and political power; the latter is necessary as we continue to press for creation of a national child-care program.

During the term of this collective agreement, the Employer agrees to participate in discussions with the Canadian Union of Public Employees and other agencies regarding the development of structures and options that will assist toward the facilitation of central bargaining for the next round of collective bargaining.

The Employer, collectively with the Union and other agencies, further agrees to lobby the three levels of government, for increased funding to improve wages and benefits for workers, and childcare services in whole.

It is agreed that participation in a Central Bargaining process for the next round of bargaining is dependant on the agreement of each party to participate in that process.

11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 202\_\_.

#### For the Employer

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*Tracy Spence*

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*Daniel Bennett*

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*Valerie Culp*

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#### For the Union

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*Katherine Shina*

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*Bedal Macdonald*

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### LETTER OF UNDERSTANDING # 4

Between

Junction Child Care

And

CUPE Local 2484-17

The Union and the Employer agree to establish a joint committee to review the provision of the benefit plan, with a view to identifying alternative providers and/or identifying potential "partners" to allow the employer to purchase the benefit package in conjunction with other Employers.

It is further agreed that any changes to the benefit package will only be done with mutual approval, and will not result in a reduction of benefits.

11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 2022.

For the Employer

DocuSigned by:  
*Tracy Spence*

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DocuSigned by:  
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*Daniel Bennett*

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DocuSigned by:  
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*Valerie Culp*

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For the Union

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*Katherine Stiva*

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86CD4F1...

*[Signature]*

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DocuSigned by:  
A9223A3C02B74E9...

*Debra Macdonald*

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**LETTER OF UNDERSTANDING #5**

between

Junction Child Care

and

CUPE Local 2484-17

**Re: Progressive Discipline**

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

**a) Warning**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer will present the censure in written form to the employee. The Employer shall forward copies of such censure to the President of the Union and the Union Steward.

**b) Adverse Report and Other Disciplinary Actions**

The employee shall be notified in writing of the action and/or penalty to be imposed as a result of a disciplinary action. A copy of the Employer's notice shall be sent to the President of the Local and the Union Steward.

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

**c) Burden of Proof**

In cases of discharge and/or discipline the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee. Prior acts of the same nature resulting in discipline that are still on file at the time of disciplinary action may only be used to support just cause where the prior discipline was implemented within twelve (12) months of subsequent discipline for acts of the same nature.

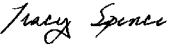
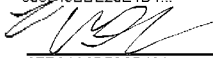
d) Disciplinary Interviews

Where an employee is summoned to meet with the supervisor for an interview concerning discipline, the supervisor will inform the employee of his/her right to have his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason therefore.




11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 2022.

**For the Employer**

DocuSigned by:  
  
 DocuSigned by:  
 7454...  
 Daniel Bennett  
 DocuSigned by:  
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 Valerie Culp  
 DocuSigned by:  
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**For the Union**

DocuSigned by:  
  
 DocuSigned by:  
 034DE...  
 Katherine Shiva  
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# LETTER OF UNDERSTANDING # 6

Between

Junction Day Care Centre

And

CUPE Local 2484-17

## Re: New Before and After School Program

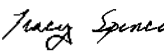

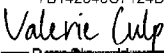
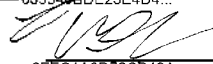
The Union and the employer agree that with the introduction of the New Part time Early Childhood Education Program Staff, notwithstanding Article 2.04 in the Collective Agreement, the staff in these positions will work *a minimum* of twenty-two and a half (22.5) hours per week and therefore will be considered full time employees and will be in receipt of all Employee Benefits as per Article 23 however not eligible for 'in lieu Befits' as per Article 2.04 ©. Vacation, etc. will be pro-rated based on hours worked.

All ECE's & ECA's will be compensated as per Schedule "A" in the Collective Agreement. However, it is also understood by both parties that if program changes result in the hours being less than currently planned (22.5 hours/week) to be worked, the Employer will provide at least one (1) months' notice to both the employees affected and the Union will meet with management in order to try to mitigate any *hours that fall below the minimum of twenty-two and a half (22.5) hours*, prior to reducing any hours that may cause an employee to be placed in the part -time classification as per Article 2.04 in the Collective Agreement.


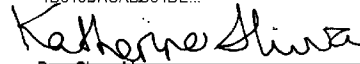
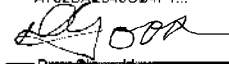
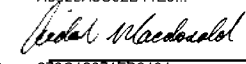
11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 2022.

For the Employer

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For the Union

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# LETTER OF UNDERSTANDING #7

Between

Junction Child Care

And

CUPE Local 2484-17

## Re: Long Service Bonus

Full time employees shall be entitled to a one (1) time only long service bonus of one (1) week paid vacation for twenty (20) years of service.

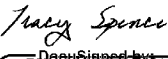
The one (1) week vacation can be used anytime between twenty (20) years and twenty-five (25) years of service and in accordance to Article 19.04. Full time employees who in 2015 have more than twenty (20) years of service shall be entitled to the one (1) week long service bonus.

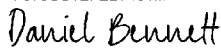
Article 19.05 does not apply to the one (1) week long service bonus.

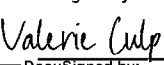
11/22/2022


Signed this \_\_\_ day of \_\_\_\_\_, 2022.

For the Employer


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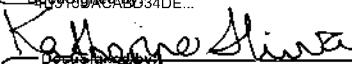
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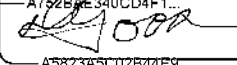
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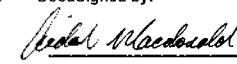
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For the Union

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 Katherine Shiva  
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 Nadia Macdonald  
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### LETTER OF UNDERSTANDING #8

Between

Junction Child Care

And

CUPE Local 2484-17

#### Re: Float Position

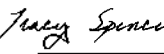

Float staff shall be given their schedule in accordance with Article 16.04. Where the employer is required to change the schedule as much notice as possible will be provided. Where the float staff's schedule is required to change to cover an absence the next business day the employer must notify the employee before the end of their scheduled shift. If the employee has completed their shift the employee may refuse the scheduled shift change without loss of pay or discipline.

The employee may notify the employer forty-eight (48) hours in advance if unable to work a particular shift on a specific day if they have an appointment that has been scheduled.


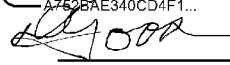
11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 2022.

For the Employer

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 Daniel Bennett  
 DocuSigned by: 24DC...  
 Valerie Culp  
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For the Union

DocuSigned by:  
  
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 Katherine Shinta  
 DocuSigned by: 40CD4F1...  
  
 DocuSigned by: 1E9...  
 Nadia Macdonald  
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# LETTER OF UNDERSTANDING #9

Between

Junction Child Care

And

CUPE Local 2484-17

## Re: Staff Feedback to Board of Directors

The Parties agree to meet within 60 days of the ratification of this Collective Agreement, in order to develop a regular "engagement survey," for the purposes of soliciting feedback and input from staff. The Parties agree to the following parameters in developing the engagement survey:

- It shall provide staff with an opportunity to provide input into the operation of Junction Day Care Centre, as well as the performance of management.
- It shall be administered at least once per calendar year.
- It shall be anonymous.
- Completed surveys shall be provided to the Board of Directors.
- Once the Board of Directors has had an opportunity to review the surveys, a meeting shall be arranged between the Board and staff in order to discuss the feedback received.

11/22/2022

Signed this \_\_\_ day of \_\_\_\_\_, 2022.

For the Employer

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*Tracy Spence*  
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 Daniel Bennett  
 DocuSigned by:  
 Valerie Gulp  
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For the Union

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 Katherine Shiva  
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**PARTICIPATION AGREEMENT**

B E T W E E N:

**JUNCTION DAY CARE CENTRE**

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**(the "Employer")**

~AND~

**MULTI-SECTOR PENSION PLAN  
by its trustees  
(the "Trustees")**

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 2484 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees to the Employer on whose behalf contributions are being made, the parties agree as follows:

The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 1st day of January, 2003 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated, as amended ("Declaration of Trust") which established the Plan.

The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.

Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

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, Plan or this Participation Agreement or the Declaration of Trust 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, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have no authority to amend benefits, if necessary or advisable.

The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.

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, which the Administrator may reasonably require in order to properly record and process pension contributions and pensions benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i) To Be Provided Once Only At Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer’s fund entry date (for the purpose of calculating past service credit)
- Gender

ii) 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

iii) To Be Provided Initially and As Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status

EMPLOYER: \_\_\_\_\_

MULTI-SECTOR PENSION PLAN, by its Trustees \_\_\_\_\_