

# **COLLECTIVE AGREEMENT**

Between

**RUNNYMEDE ADVENTURE CLUB**  
(hereinafter called the "Employer")  
Party of the First Part

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2484.31**  
(hereinafter called the "Union")  
Party of the Second Part

**January 1, 2022 to December 31, 2025**

Hr/cope491

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## **ARTICLE 1 - PREAMBLE**

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

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to;
- 3) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 4) to maintain a high standard of care for children and promoting their intellectual, physical, social and emotional development, as well as their safety;
- 5) to encourage and promote co-operation and mutual support between child care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for child care generally and are adversely affected by attempts to restrain or cut back government expenditures for child care;
- 6) to encourage and promote the development of accessible affordable, quality child care as a universal right for all parents and children
- 7) with a view to providing personal fulfillment, excellence in working conditions and a supportive environment for the staff and the centre.

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

1.03 The Union recognizes that it is the right of the Employer to exercise its regular and customary functions of Management and to direct the work force in a fair and reasonable manner and subject to the terms of this agreement.

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

## **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 Runnymede Adventure Club save and except Director/Supervisors, and those persons above the rank of Director/Supervisor, casual employees, additional employees who are hired to work for the school holidays or trips to offer enhancement to current CCEYA ratio requirements.

## 2.02 Work of the Bargaining Unit

Employees of the child 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, or as otherwise set out in this Collective Agreement. It is understood that Management staff may be used to replace staff who are on paid break time

## 2.03 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit No employee or group of employees shall undertake to represent the Union at meetings with the employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the. spokesperson.

In order that this may be carried out, the Union will supply the employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its Director/Supervisor with whom the Union may be required to transact business.

## 2.04 Full, Part-time, Temporary and Casual Employees

- a) Full time employees are employees who are regularly employed for twenty (20) hours per week or more.
- b) Part time employees are employees who are regularly employed for less than twenty (20) hours per week.
- c) Temporary employees are employees hired for a fixed period of time of up to one (1) year, unless mutually agreed upon by the Employer and the Union. In order to qualify, as a temporary employee an individual must be hired to replace a member of the bargaining unit who is ill, on a leave of absence, on maternity or adoption leave. Temporary employees shall be entitled to all rights and benefits covered by this collective agreement after they have completed six (6) months of employment., except for those that fall under the following articles: 13, 15.05, 15.06, 21.06 b, 21.07 b, 21.08, 21.13, 22.06, 23-all, 27.02, 27.03, 27.04
- d) Casual employees are employees hired to replace permanent staff by reason of sickness or unfixed short-term leaves of less than one (1) month or who are employed as additional staff during the summer vacations or as additional school holiday employees who are hired as additional support. Additional school holiday employees are those employees hired to offer additional support during periods of school vacations and who will not be employed for more than two (2) months. Casual employees, and additional school holiday employees, shall not be considered members of the bargaining unit.

## **ARTICLE 3 - NO DISCRIMINATION**

### **3.01 Employer Shall Not Discriminate**

The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or union activity.

Union activity shall include the filing of grievances. The Employer further agrees that there shall be no personal harassment which creates a hostile workplace.

The Employer has adopted a Bias Free and Equity Policy and Procedure and Harassment and Discrimination Policy as outlined in the Staff Manual.

### **3.02 Relationship**

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction, or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union. Specifically, no employee shall be harassed due to the fact that they have exercised their rights under law or this Collective Agreement.

## **ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT**

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

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 immediately upon hire.

### **4.02 No other Agreements**

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

## **ARTICLE 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. Then 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

On each employee's income tax (T4) slips, the Union dues amount that the employee paid in the said year, will be shown in the appropriate box on the T4 slip.

**ARTICLE 6 - EMPLOYER AND THE UNION SHALL ACQUAINT 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 orientated by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the union.

a) Union representatives shall be entitled to distribute union literature and meet informally with members of the bargaining unit on the Employer's premises as long as this does not interfere with the normal duties of the members.

b) It is generally understood that union meetings will be held outside of working hours. The Union may convene union meetings with union members on the Employer's premises during working hours where permission has been obtained in advance and a permit for the space is in place and all provisions of the Childcare and Early Years Act are met.

**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 child 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 two (2) employees and the Union Local Representative. 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 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 on the settlement of a grievance.

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

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. It is understood that the employee(s) must notify the Director/Supervisor at least three (3) days prior to the meeting date so that he may arrange supply staff to ensure staff/child ratios.

**8.04** 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.

### **8.05 Meeting of Team**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given.

## **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 child care centres which come to the attention of either party.

- 9.02 Upon request of the Union, the employer will present the audited financial statements at the bargaining table for review only during the course of collective bargaining. The parties hereto agree that the audit will stay on the table and not leave the table in any format.
- 9.03 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the terms of this agreement, and the Union agrees that there will be no strike, slowdown, sit down, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct employees to carry out the provisions of this agreement and return to work and perform their regular duties. Employees have the right to participate in political protest without pay. Participation shall not be the basis for any disciplinary actions. Unless the employer agrees, no more than one (1) employee may request leave under this provision at one time. Each employee may only request this leave for two (2) functions per contract year. The employee must give the Employer two (2) week's notice. A maximum of one week in total may be used for the purposes of staff attendance at political protests.
- 9.04 The bargaining unit can elect one (1) staff representative who, when invited, a maximum of twice per year, can give a staff report on behalf of the program, to the Board at the scheduled meeting to which they have been invited.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

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

In order to provide an orderly and speedy procedure for the setting of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any employee, without loss of pay, which the Steward represents, in preparing and presenting their 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 Union recognizes that each Steward is employed by the Employer and that such duties shall have priority over union matters and that they will not leave their work area during working hours except as may become necessary to perform their dues under this Agreement. Therefore, no Steward shall leave their work area without previously notifying their Director/Supervisor. Time for stewards duties shall be granted within the next working day provided Childcare and Early Years Act ratios are maintained. Union stewards shall not suffer any loss of wages as a result of fulfilling their stewarding responsibilities.

#### 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 addressed as quickly as possible and in the order as set out below.

##### **Step 1**

It is understood that an employee has no complaint until she has given her Director/Supervisor the opportunity of addressing her complaint. Such complaint must be made 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. If such complaint is not settled to the satisfaction of the employee concerned at the time of the meeting with the Director/Supervisor, then the following steps may be invoked in order.

##### **Step 2**

The complaint will be prepared as a written grievance within ten (10) 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 Director/Supervisor. After any necessary discussion but within five (5) full working days, unless a longer period be agreed upon by the parties, the Director/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 designated member of the Board of Directors within ten (10) working days after receiving the answer in Step 2. The Parent Board of Directors shall consider the grievance and shall render its decision within ten (10) working days after the meeting.

##### **Step 4**

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 fifteen (15) working days after an answer has been given to the grievance in Step 3 above.

#### 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 Union May Institute Grievances

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

10.12 Harassment Grievances

An employee who files a grievance which alleges harassment may file such grievance at Step 2 of the Grievance Procedure

10.13 A claim by an employee that he has been unjustly discharged or is being harassed by virtue of union activity; shall be treated as a special grievance. The employee shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

## **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 A grievance which has been referred to arbitration by a written notice shall be heard by a sole arbitrator who shall be selected by mutual agreement between the parties. The party electing arbitration shall submit the name(s) of at least one (1) or more Arbitrator(s) to the other party in the letter referring the grievance to arbitration. Within ten (10) working days, the responding party shall provide written notice that it agrees to an Arbitrator proposed by the other party, or will propose the name(s) of another proposed Arbitrator. If the parties are not able to agree on the choice of an Arbitrator within ten (10) working days of this response, unless extended by mutual agreement, either party may then request that the appointment be made by the Ministry of Labour. Both parties agree to pay one half (1/2) the costs of the Arbitrator.

11.03 The Arbitrator 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 Both parties agree that where possible, the Arbitrator selected through the process in 11.02 above will be engaged as a mediator prior to commencing the full arbitration process.

11.05 Amending of Time Limits

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

11.06 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.

11.07 Grievance may be settled under the grievance and arbitration procedures by:

- a) confirming the Employer's action in discharging the Employee
- b) Reinstating the employee with compensation and seniority for their time lost; or
- c) By any other arrangement which is just in the opinion of the parties or the arbitration board if appointed.

## **ARTICLE 12- DISCHARGE, SUSPENSION AND DISCIPLINE**

12.01 Discipline Procedure

Both parties agree that an employee is considered innocent until proven guilty.

The Employer agrees to provide progressive disciplinary measures when problems arise. Therefore, in the event the Employer initiates a disciplinary action against an employee which may result in a disciplinary record, suspension or discharge of the employee, the following procedure shall be followed:

- a) The employee shall be provided a verbal warning indicating that the employee's actions are inconsistent with Management policy and procedure. A written record of a verbal warning is permissible.
- b) Following a repeat incident, the employee shall be notified in writing, by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty. If the employee challenges the Employer's penalty of disciplinary action, a copy of the Employer's notice shall be sent to the Steward. The employee shall continue their employment with all rights and benefits while the Employer arranges a meeting with the Child care Personnel Committee or designated representative(s), who shall render a decision within five (5) working days.

In cases of discharge and/or discipline, the burden of just cause shall rest with the employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

12.02 a) Prior to the imposition of any disciplinary action, the Employer shall notify the employee of the reasons for considering such action, unless the employee is a danger to him/herself and others. Whenever the employer or their authorized agent deems it necessary to discipline an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employees fails to bring their work up to a required standard by a given date, the employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.

b) Employees shall receive up to a maximum of two (2) written warnings or letters of discipline, related to a specific problem, as outlined above. For further infractions, the employee may be immediately; suspended without pay, or terminated. In all cases the third infraction will be reported to the Board or Personnel Committee who will render a final decision within five (5) working days. The employee may grieve the discipline decision if they feel that it is unjust, or inconsistent with the Employer's practices.

c) Suspension (Stage three)

This is the third stage of progressive discipline but could be the first stage if deemed necessary.

Suspension may be with or without pay for up to fifteen (15) days at the Board of Director's discretion and pending the completion of an investigation.

If the incident involves the physical or mental abuse of a child, this is a Serious Occurrence and the Director/Supervisor shall suspend the staff member without pay as soon as the matter is reported, and until an investigation can be completed. If the complaint is substantiated by the Board of Directors investigation, the employee shall be dismissed from employment without pay from the date of the suspension. If the complaint is not substantiated, the employee shall be reinstated with pay from the point of suspension.

d) Dismissal (Final Stage)

This is the final stage in progressive discipline and will only be used after one; two or three of the other stages have been followed. However, in the event that a staff member is involved in a Serious Occurrence that is substantiated by investigation on the part of the Director/Supervisor and/or Board of Directors, the employee may be dismissed from employment of RAC

12.03 The record of an employee shall not be used against her/him at any time after eighteen (18) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

12.04 Right to Have Steward Present

An employee shall have the right to have their steward present at any discussion with Director/Supervisor, which the employee reasonably believes might be the basis for disciplinary action.

Where a Director/Supervisor or other Employer's representative intends to interview an employee for disciplinary purposes, the Director/Supervisor or representative shall notify the employee of that fact sufficiently in advance of the interview in order that the employee may arrange for their Steward or union representative to attend the interview.

#### 12.05 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel file in the presence of the Director/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, except for the purpose of photocopying. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employees' record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. To confirm that employees were aware of evidence, the employee and steward must sign each piece of evidence indicating that they have received it.

An employee shall have the right to make copies of any material contained in his/her personnel record.

## **ARTICLE 13 – SENIORITY**

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

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

#### 13.02 Seniority List

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

#### 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 and providing a clear criminal check, as defined in the Runnymede Adventure Club Staff Manual - Policies and Procedures Handbook, seniority shall be effective from the original date of employment. Probationary employees shall not have the right to grieve discharge. New employees will receive a mid-term evaluation, which will outline any concerns which may lead to the unsuccessful completion of the probationary period. The mid-term evaluation will also outline any goals and expectations for performance improvement. The new employee shall then have the remainder of the probationary period to address any concerns and improve performance. However, nothing in this

clause prevents the Employer from releasing a probationer prior to the expiry of the 6 month probationary period.

#### 13.04 Loss of Seniority

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

- a) voluntarily leaves the employment of the Employer, provided it has not been rescinded within twenty-four (24) hours;
- b) is discharged for just cause
- c) is absent from work more than one (1) day, 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, unless otherwise notified by the employee in writing and alternate arrangements have been agreed to
- e) in the absence of notice in writing and where there were not extenuating circumstances pursuant to the Collective Agreement, fails to return to work upon conclusion of a leave of absence.
- f) fails to take a medical examination as required by the Childcare and Early Years Act by a qualified medical practitioner within thirty days of the request, or to provide written confirmation of compliance with health regulations.
- g) is not recalled to work within a two (2) year period after her layoff.

13.05 It shall be the responsibility of the employee to keep the Employer informed of their current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

13.06 Where possible, employees who wish to voluntarily terminate their employment with the center must submit, in writing, not less than two (2) weeks' notice to the Director/Supervisor.

## **ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

#### 14.01 Job Postings

When a job vacancy occurs or a new position is created within the bargaining unit the Employer will post a notice with respect to such job on the bulletin board of the centre for five (5) working days so that all members will know about the vacancy or new position. It is understood that the Employer may fill the job on a temporary basis. Vacancies will normally be filled within four (4) weeks of the original posting, and no longer than eight (8) weeks after the original posting. Management understands that vacancies impact the overall program and add to staff workload, therefore should Management be unable to fill the vacancy within the eight (8) week maximum period, Management will provide the

Union with a written explanation outlining the reasons.

Positions shall be posted within one (1) week of a vacancy.

#### 14.02 Information in Postings

Such notice shall contain the following information:

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

The qualifications, knowledge, education and skills required shall not be set in an arbitrary or discriminatory manner.

#### 14.03 Union Preference

Internal applicant for vacancies shall be provided with an interview. Where an internal applicant is unsuccessful in an application, Management will, on request, provide such employee with a written explanation of their decision.

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

In the opinion of management, which opinion shall not be made in a manner which is arbitrary, discriminatory or in bad faith, if the skill, ability, experience and qualification to perform the work required 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. They shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, the employee is unable to perform the duties of the new job classification, or the employee changes her mind, they shall be returned to her former position, wage, salary rate, and hours without loss of seniority. Any other employee temporarily promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate without loss of seniority. Employees who are working on a trial period may elect to return to their former position. If an employee chooses to exercise this option, they may do so only within the first four (4) weeks of their trial period

#### 14.06 Notification to Employee and Union

Within ten (10) working days of the date of appointment to a vacant position, the name of the successful, applicant shall be posted on a bulletin board.

#### 14.07 Transfer of Employee

Staff may be required to transfer rooms or assignments to work with other children. In making transfer decisions, the Employer will consider the best interests of the children

involved. In the event of an anticipated transfer of an indefinite duration, the Employer will notify the Union of the transfer. If the Union requests, the Employer can discuss the proposed transfer with the Union.

## **ARTICLE 15 - LAYOFFS AND RECALLS**

### **15.01 Definition of Layoff**

A lay off shall be defined as permanent or indefinite reduction in the work force or a reduction in the Employee's regular hours of work. The Union will be notified in writing if the Employer is considering a lay off. Upon request, the Employer will meet with the Union to discuss the situation. This provision shall not apply in the event of a temporary layoff as defined under the Employment Standards Act, 2000.

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

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

Unless a senior employee chooses to accept a layoff, 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 Childcare and Early Years Act.

### **15.03 Recall Procedures**

Employees shall be recalled in the order of their seniority, for a maximum of two (2) years, provided employees are qualified in accordance with the Childcare 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 Childcare and Early Years Act. However, an employee who has been laid off may make herself available for, supply work in accordance with the Employer's usual procedures for arranging supply staff. Where the employer informs a laid-off employee of available supply work under this sub-article, the employee shall not be considered to have been recalled and may decline the opportunity to work without affecting her right of recall under Article 15.03.

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

The Employer will provide a permanent full time or part-time employee 2 weeks advance written notice or pay in lieu of a temporary layoff, defined as a layoff of less than 13 weeks, under the Employment Standards Act, 2000, unless the temporary layoff occurs for unexpected reasons or reasons beyond the Employer's control where advance notice is not feasible in the circumstances.

### **15.06 Advance Notice of PERMANENT Layoff**

In the event that a permanent full time or part time employee's employment and seniority with the Employer cease as a result of a permanent layoff, the employee shall receive 2 months written notice of the layoff and severance payment equal to 1

week's regular wages for each full year of service, up to a maximum of 8 weeks' severance pay, less applicable statutory deductions. The severance payment shall be payable under this provision after the employee has confirmed that they does not wish to retain her recall rights under this Collective Agreement.

## **ARTICLE 16 - HOURS OF WORK**

### **16.01 Regular Daily Hours and Lunch Breaks**

a) School holiday shifts

During school holidays, a staffs shift can be up to 8 hours per day, including a 1/2 hour unpaid lunch break, for full-time employees.

b) School day shifts

During school days a full-time employees shift can be up to 7.75 hours per day, including a ½ hour or 15 minute break paid, based on the numbers of hours per shift.

The regularly assigned hours for part-time employees, who work less than twenty (20) hours per week, shall be as determined by the employer in accordance with the requirements of the Centre and will be provided to the employee at their time of hire. Any change to an employee's hours of work will be posted at least two (2) weeks in advance. Part-time employees shall be compensated for all scheduled hours for which they have reported for work, unless the two (2) week advance notice has been provided.

It is understood that the above listed hours are for the school year; full and part-time hours may be change to accommodate school vacations.

### **16.02 Lunch Break**

Employees will not be provided a lunch break when they are on field trips. Employees will receive time in lieu of these lunch breaks, that day or within that week. Should an employee be requested to work during their lunch breaks or at any other time, they will be compensated by receiving lieu time that day or within that week.

### **16.03 Working Schedule**

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and shall not be changed once posted without mutual consent, except in cases of emergency.

### **16.04 Paid Rest Periods**

Employees who work five hours or fewer continually per day are entitled to one (1) paid fifteen- minute break within the shift.

If mutually agreed between the parties, rest periods shall be combined and/or added to lunch breaks. The combining of breaks and lunch is subject to the Director/Supervisor's permission and the centre's needs.

## **ARTICLE 17 - OVERTIME**

### **17.01 Overtime Defined**

All hours greater than forty-four (44) per week shall be considered overtime including any after hours function/event/meeting where staff attendance is required by Management. Overtime work must be approved by Management, unless such work was a result of Childcare and Early Years Act requirements.

All overtime work will be offered to staff in order of seniority. Employers and Employees agree to keep Overtime to a minimum.

### **17.02 Overtime Rate**

Overtime work shall be provided as pay or lieu time, at the sole discretion of the employee, on a hour per hour basis up to forty-four (44) hours per week. Employees will not normally be requested to work over forty-four (44) hours per week. In the event that employees do work over forty-four (44) hours per week, they shall receive pay at one and one half hours basis for each hour worked over forty-four (44). No employee shall be required to perform overtime where other employees are available to work. Lieu time will be taken on a mutually agreed upon date.

17.03 It is agreed that parental tardiness after the Centre has closed for the day does not qualify under the overtime provisions of this Article. In such circumstances, the employee shall receive a late fee payment of \$1.00 per minute, per family, from 6:00 p.m. onwards directly from the parents concerned in the form of a "late fine". The Employer agrees to aid an employee who is having difficulties receiving payment of "late fines" from a parent. The current Late Fee amount is Ten dollars (\$10.00) for 1st 5 minutes and One dollar (\$1.00) minute after.

In the event of a serious occurrence (severe storm, reported TTC accident), the Employer may choose to waive the parental late fee. In these cases, employees who work past 6:00 p.m. shall receive a late fee payment of \$1.00 per minute for each minute from 6:00 p.m. onwards from the Employer. See *above* pay scale

## **ARTICLE 18 - HOLIDAYS**

### **18.01 Paid Holidays**

The Employer recognizes the following as paid holidays for all employees. Employees compensation shall be paid as determined by the Employment Standards Act, 2000 or any successor legislation.

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
One (1) Float Holiday	Family Day

And any other day declared or proclaimed as a statutory holiday by the Provincial or Municipal government.

When Christmas/Boxing Day fall on weekdays, the centre will close for the duration of that week. Staff agree to use their vacation days to cover non-statutory days. In the case where employees have no vacation days available, the time off will be without pay.

**18.02 Statutory Holiday Pay**

Consistent with the goals of regular attendance for employees and program continuity, as well as with the provisions of the Employment Standards Act, 2000, the Employer and Union agree that the payment of statutory holiday pay is contingent upon the employee having been paid for their last regularly-scheduled day prior to the statutory holiday, as well as their next regularly-scheduled day after the statutory holiday. Any employee failing to do so, who is unable to satisfactorily substantiate their absence, will be ineligible for holiday pay.

For the purpose of those statutory holidays that fall after lengthy breaks from the operation of the Centre and /or from an employee's regular shifts (e.g. two (2) weeks or more from the employee's last regular shift), the Employer will deem the employee to have worked the last shift before the statutory holiday for the purposes of qualifying for statutory holiday pay.

If an employee is on an unpaid leave of absence, they will not be eligible for statutory holiday pay unless specifically entitled under the Employment Standards Act, 2000.

**18.03 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 another day to be the holiday for the purpose of this Agreement, or an extra floating holiday will be allotted for the employees' future use.

**ARTICLE 19 - VACATIONS**

**19.01 Length of Vacation**

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

Start date to - The end of the fourth (4 <sup>th</sup> ) year	-15 days
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Beginning of fifth (5 <sup>th</sup> ) year - End of ninth (9 <sup>th</sup> ) year	-20 days
Beginning of tenth (10 <sup>th</sup> ) year and thereafter	-25 days

It is understood that employees who work less than thirty-seven and one half (37.5) hours per week will be paid according to their normally scheduled hours. Employees who have varied weekly hours shall receive vacation pay according to their actual average hours per annum. Vacation time, to a maximum of five (5) days may be taken prior to actual accrual, but any amount paid in vacation pay, exceeding the employee's actual accrual, shall be required to be repaid to the Employer upon termination of employment. Vacation accrual in any given year will be calculated and shall be accrued based on an employee's active service in that year.

- 19.02 a) Vacation requests are approved on a first come, first serve basis. In the instance that two staff persons put in the Holiday Request on the same day, the day(s) off would go to the staff person with the most seniority.
- b) The employer will limit the number of vacation approvals of employees at any one time. No more than one employee will be granted a vacation day during the school year.

During the Summer Program, two (2) employees will be granted vacation days (one in each of the FDK and School age program). If enrolment allows during the summer months more than one employees' can be given vacation time. It will be determined closer to the summer months, once enrolment is known.

#### Vacation Request Procedure

Employees must complete a Vacation Request Form and submit it to the Director/Supervisor for approval. Vacation requests must be made at least two weeks in advance (or more if known).

Vacation requests for the period of:

January to June - will be accepted for submission the previous September  
 July - August - will be accepted for submission the previous January  
 September - December - will be accepted for submission the previous July

Withdrawal or cancellation of holidays will be at the discretion of the Employer. As per the Collective Agreement, no employee shall carry over vacation days from any previous year without the written consent of the Employer. Special considerations are based on individual circumstances and the overall impact on the centre

- c) All vacation requests shall be made with at least two (2) weeks' notice in writing to the Director/Supervisor. Employer shall reply within two weeks of the request.

### 19.03 Carry Over of Vacation

- a) Employees shall have the right to and may carry over up to five (5) days of their vacation time from year to year.
- b) Special request: Employees who have a special event planned may request of carryover of an additional five (5) of unused vacation time. The request for special carry over must be made at least three (3) months in advance, any such request is at the discretion of the employer based on operational needs.
- c) If an employee does not take their accrued vacation time, they will forfeit any unused additional paid vacation over and above the minimums mandated by the Employment Standards Act, 2000 or any successor legislation.

19.04 It is understood that all vacation credits may be used in blocks or as separate vacation days. In the event that an Employee requests the use of separate vacation days, such requests will be made with at least one weeks' notice.

19.05 The parties agree that the decision to close the centre in the last week of August for the purpose of cleaning is at the sole discretion of the Employer. Should the Employer decided to close the centre for the purpose of cleaning, staff will be scheduled according to their normal non-school vacation schedules. The Employer will provide notice of its intent to close or remain open no later than July 31st of each year.

19.06 The parties agree that the Centre will normally close in between Christmas Day and New Years Day, and that the staff use the TDSB float day, Stat days and if needed a personal/vacation day.

## **ARTICLE 20 - SICK DAY PROVISIONS**

### 20.01 Sick Day Defined

- a) Sick days means the period of time an employee is unable to attend work due to an illness, accident or while under the care/examination of a doctor, dentist, or specialist or disabled for reasons other than those compensable under the Workers Compensation Act.
- b) Where an employee is the victim of an accident at work and so suffers an injury requiring professional attention, the Employer agrees that there will be no loss of pay or sick day on the day of the accident.

### 20.02 Amount of Paid Sick Days

All employees shall earn sick days at the rate of one and one third (1 1/3) days for every month of active service, to a maximum of sixteen (16) days per year. On January of each year, employees shall be granted a bank of sixteen sick days for their use during the calendar year.

### 20.03 Accumulation of Sick Days

Employees shall be entitled to carry-over any unused sick days to a maximum of forty-five (45) days for their future benefit. A written record of any sick day carry-over will be provided to each employee in January of each year.

The Employer does not pay an employee unused portion of sick days when an employee leaves RAC's employment.

20.04 An employee shall be entitled to use their sick days when member of their immediate family (child, spouse, common-law-spouse, or parent) is sick. The Employer may require proof of such illness, at the Employee's expense.

### 20.05 Deductions from Sick Days

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

Where an employee leaves the employ of the Employer prior to having earned all sick days used, the pay received for these "unearned" days shall be deducted from their last pay cheque.

### 20.06 Proof of Illness

An employee shall be required to produce a certificate, at their own expense, from a medical practitioner certifying that they were unable to carry out their duties due to illness for an absence of three (3) or more consecutive working days.

### 20.07 Sick Days During Layoff

When an employee is laid off on account of lack of work, they shall not receive sick day credits for the period of such absence.

20.08 Notwithstanding the provisions outlined in 20.06, Employees who are required to attend a medical examination by the Employer will be granted a leave of absence with no loss of pay for such attendance in the event that the employee loses time from their regularly scheduled working hours. The Employer agrees to pay any fees for medical examinations/certificates which are not payable under the terms of the health and welfare plans outlined herein, and which were requested by management. This does not include medical exam/certificates required under the CCEYA

### 20.09 Extended Sick Leave

A full time employee with seniority, who is on authorized sick leave and participates in a group benefits plan, shall be able to continue to accrue seniority while on leave for up to 1 year and shall continue to receive benefits for up to 1 year subject to the provisions of the applicable benefits plan.

## **ARTICLE 21- LEAVE OF ABSENCE**

### **21.01 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.

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

Upon written request to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay but with benefits. No more than one (1) employee may attend a function at one time. Each employee may only attend two functions per contract year. A maximum of two (2) weeks in total may be used for the purpose of staff attendance at union functions.

### **21.03 Paid Bereavement Leave**

An employee shall be granted a leave of absence without loss of pay for the three (3) consecutive working days immediately following the death of a parent, wife, husband, brother, sister, child or common-law-spouse/partner, fiancés, son/daughter/mother/father/brother/sister-in-law, grandparent or grandchild. Other significant persons shall be at the Employer's sole discretion. Employees will be granted two (2) additional days leave if the employee attends the funeral which takes place outside of the province.

### **21.04 Pregnancy and Parental Leave**

#### **Leave as a Right**

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

21.05 An employee shall be entitled to pregnancy and/or parental leave without pay and without loss of seniority for up to eighteen (18) months in accordance with the requirements of the Employment Standards Act, 2000, notwithstanding the sub payment clause (21.06 b). While an employee is on a pregnancy or parental leave, they shall not accumulate leaves under this Collective Agreement. The exception being that the Employee shall accumulate paid vacation credits for the period of time they are eligible for the SUB as per 21.06 (b).

- 21.06 a) When preparing the separation papers for an employee who is on pregnancy or parental leave, the employer will include all of the employees' earnings, including any wage grants and/or pay equity payments which are payable to the employee.
- b) Supplemental Unemployment Benefit

The Employer agrees to participate in the Employment Insurance Supplemental Unemployment Benefits program, and will top up employees with up to twenty percent (20%) of their pre-maternity/parental leave wages, for the first fifty-two (52) paid weeks of leave while the employee receives EI maternity/parental leave benefits on regular pay period. The Employer agrees to provide payment of 55% of an employee's pre-maternity wages for the first two (2) weeks while the employee is waiting for EI to start. For the calculation of our sub-plan the fifty-two (52) weeks would start of the first day of leave. Employees must notify the employer in writing of mailing directions.

Employees on pregnancy or parental leave shall receive the pay during the two-week waiting period and the top-up portion of their wages on the regular pay periods.

- c) While on a pregnancy or parental leave, the Employee shall be entitled to participate in the Employer's group benefits plan in which they are enrolled, if they pay for the Employee portion of the premium for the applicable group benefits plans.

- 21.07 a) An employee shall be entitled to return to her employment with the Employer in accordance with the provisions of the Employment Standards Act, 2000, upon notifying the Employer in writing at least 4 weeks in advance of her intention to do so as required by the Employment Standards Act.

- b) Extended Leave

While on pregnancy or parental leave employees shall continue to accrue their seniority for the first eighteen (18) months they are away from RAC. (consistent with Pregnancy/Parental leave)

Employees shall be entitled to an additional six (6) months unpaid parental leave. During this additional six (6) month leave the employee shall have their position held but their seniority will be frozen and all benefits listed under 23.01 will be suspended, unless the employee pays all premiums in the form of post-date cheques to the employer, during the entire portion of the extended leave. The accumulation of seniority will resume upon return from the employee's return from leave.

#### 21.08 Special Leave

- a) **Jury Duty**  
An Employee will not suffer loss of pay, seniority or benefits for up to five (5) days of their jury duty. Employees shall notify their Director/Supervisor if they are required to perform more than (5) five days of jury duty as soon as possible. Any further jury duty shall be without pay, but employees will continue to accumulate seniority and benefits. At the Employee's sole discretion, they may receive payment from their un-used vacation time. The Employee will convert any payment for service received from the court to the Employer. The employee shall return to work immediately if they are excused from her service or has completed her service as juror.

## 21.09 Leave for Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall after notifying the Director/Supervisor receive an immediate leave of absence in the event that a known or suspected case of German measles or chicken pox occurs in the Child 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 maximum period of two (2) weeks.

- 21.10 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 the employee may be a candidate on federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority for up to two (2) years during their term of office.
- c) An employee who is elected or selected for a paid 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 years. Such leave shall be renewed on request by the employee at the discretion of the Employer. Permission shall not be withheld in an arbitrary or discriminatory manner. Such leave can be renewed without accrual of Seniority after the two (2) year mark. Employees must provide a minimum of thirty (30) days' notice in writing.

21.11 All employees shall be entitled to four (4) paid personal needs days per year, earned at a rate of one (1) day every three (3) months. These days shall be used at the sole discretion of the employee. Employees must present requests for personal needs days in writing to their direct Director/Supervisor not less than seventy-two (72) hours in advance. Employee requests for personal needs days will not be unreasonably denied. The Employer does not pay an employee unused portion of personal needs days when an employee leaves RAC's employment.

21.12 It is understood that an employee who has been on any leave of absence, provided within this Article, shall notify Management at least one (1) month prior to the end of the leave of their intention to return to work. The Employer shall, where possible, place employees returning from leave in at least their previous position.

## 21.13 Education Leave

- a) A permanent full time or part-time employee, who has accumulated three (3) years seniority, may request an unpaid leave of up to six (6) months for education purposes for the purpose of fulfilling an educational placement as part of the ECE program for which they are enrolled, or an unpaid leave of up to two (2) years, to take an ECE (course or) full program. The request shall be made in writing and will include: the full details of the proposed educational program, and the start and end date of the program. The Board shall consider, and it may at its discretion, grant the leave requested or some part of it. If an educational leave is granted, the employee shall accrue seniority during the leave.

- b) The above leave shall be without benefits, except that an employee on an educational leave may elect to remain enrolled in the Benefits program in which they participate, if they make arrangements to pay all applicable premiums to the employer; benefits shall be subject to provisions of the relevant plans.
- c) Employees must give at least one (1) months' notice of their return date. More notice of the return date would be appreciated. The Employee will be required to provide the Employer proof of enrolment and afterwards, proof of successful completion of the education program. Approval of the educational leave is required from the Director/Supervisor and is subject to the operational needs of the Employer, such approval shall not be withheld for an arbitrary reason.
- d) If the employee does not successfully complete the course for which the leave was granted, they may request one (1) additional leave under the same conditions as set out above for that same course.
- e)
  1. Occasionally employees may participate in educational courses as it relates to their employment, which are not full time and require only a slight adjustment to their normal work hours or work week.
  2. Where possible, the Employer will attempt to accommodate the employee, at its own discretion and subject to operational requirements.
  3. Such accommodation could include allowing the employee to, switch shifts with other qualified staff, leave early/arrive late to attend class, (use personal or vacation time in allotments of not less than ½ day portions for single days when the employee is attending classes.
- f) Where an employee fails to return to work as schedule on the expiry of a leave granted under this provision, Article 13.04 (e) shall apply. An employee may only end the leave prematurely with the written approval of the Board. If the employee wants to return prior to their agreed upon return date as stated in 21.12 then they must give the employer at least three (3) months' notice.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Days**

Employees shall be paid on a mutually agreed too day in accordance with Schedule "A" attached to this Agreement. Each employee shall receive an itemized statement of her hours, rate, breakdown of grants, and other supplementary pay and deductions. The Employer will notify staff in January of each year of which day payroll will be available, and will not change this date without one (1) months' notice.

22.02 On November 15<sup>th</sup> of each year Employees shall be provided with an itemized spreadsheet, outlining entitlement and use for vacation, sick days, personal days and used and available for the next calendar year.

### 22.03 Equal Pay for Work of Equal Value

The Employer agrees to comply with any negotiated pay equity plan. Where possible, the employer agrees to attempt to accelerate the payment of pay equity money. The Employer agrees to provide a copy of their Pay Equity Plan to the Union

### 22.04 Rate of Pay on Promotion or Reclassification

When an employee temporarily relieves or performs the principal duties of a higher paying position, he shall receive the minimum rate for the position. It is understood that non-qualified employees cannot replace qualified employees. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

Notwithstanding the above whenever the Director/Supervisor of the centre is absent from the centre due to vacation, illness, or Employer business and a replacement Director/Supervisor is not hired, the "designate Director/Supervisor" shall replace the Director/Supervisor. The "designate Director/Supervisor" shall be compensated for the additional responsibility at a rate of \$2.00 per hour or the Director/Supervisor's starting rate whichever is greater. The "designate Director/Supervisor" will be notified of their reclassification in writing prior to the absence of the Director/Supervisor.

The designate shall be the most senior staff person available to perform the duties.

### 22.05 When an employee is temporarily assigned in accordance with the terms of this collective agreement to a position paying a lower rate, their rate shall not be reduced.

### 22.06 Professional Development

- a) All Employees shall receive up to six hundred (\$600.00) dollars per calendar year towards the costs of workshops or seminars directly related to the early childhood education field or courses related to their job duties/child development/or to acquire skills for jobs within the operation of the daycare. These courses and seminars shall be mutually agreed upon by the employer and employee prior to registration. Such employee shall be reimbursed upon submission of proof of successful completion of the course/seminar.
- b) If RAC requires the employees to go on a weekend training session, then RAC would compensate each employee with time in lieu. The cost of the annual first aid workshop, up to \$50.00, will not be deducted from each employee's \$600.00 allotment.
- c) Each employee shall receive one (1) hour paid programming time per week, which is normally scheduled during working hours except during the months of July and August.

## **ARTICLE 23 - EMPLOYEE BENEFIT PLANS**

### 23.01 The Employer agrees to pay one hundred percent of the billed premium for all full-time employees who have completed their probationary period of the following benefits plan;

List specific current benefits and any applicable deductibles which are paid by the employee. Management shall provide the detailed benefits package. Employer pays: i.e., Health, Dental (80% coverage), AD&D, Life, Dep. Life (if applicable) and For clarification: the employer is responsible only for the remittance of these premiums. Particular benefits are subject to the provisions of the applicable plans. The Employee shall pay the premium/deductible for LTD (Long Term Disability).

Any changes to the current benefits package, including the carrier, will be changed for the best market price, provided that the benefits package is exactly the same as the previous carrier. If there are any changes to the benefits package, then this will be done by mutual consent."

In lieu of the above these benefits, Part-time employees who have completed three years of service shall be entitled to reimbursement of up to three hundred dollars (\$300.00) per year. Employees must present receipts to their Director/Supervisor prior to receiving compensation.

23.02 A full time employee, who has accumulated 12 months seniority, shall be entitled to receive \$200, less deductions as a Wellness Benefit to be issued to the employee by the employer on the final pay period of the calendar year, if they are actively employed by the Employer on the date the payroll for that period is processed.

### 23.03 Multi-Sector Pension Plan

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

1. (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - (i) the straight time component of hours worked on a holiday; and
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay; and
  - (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
  - (v) All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 850 or 500 [whichever is approved by the MSPP Board of Trustees] hours of employment with the employer.

2. Commencing January 1, 2023 each Eligible Employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 4% of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

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

- (a) To be Provided at Plan Commencement
  - date of hire;
  - date of birth;
  - Social Insurance Number;
  - date of first contribution;
  - seniority list to include hours from date of hire to Employer's fund entry date;
  - gender.
- (b) To be Provided with each Remittance
  - name;
  - Social Insurance Number;
  - monthly remittance;
  - pensionable earnings;
  - year to date contributions;
  - employer portion of arrears owing due to error, or late enrolment by the Employer.
- (c) To be Provided Initially and as Status Changes
  - full address;
  - termination date where applicable (MM/DD/YY)
  - marital status, and any change to marital status;
  - date of death (if applicable);
- (d) To be Provided Annually but no later than December 31
  - current complete address listing for all Eligible Employees;
  - period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
  - period(s) of lay-off, while subject to recall;
  - period(s) of absence for pregnancy or parental leave;
  - period(s) of strike or lockout;
  - other leaves of absence;
  - hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

#### 23.04 Employee Assistance Program

The Employer will provide an Employee Assistance Program with a goal of providing a wide range of services that address individual and family concerns, both confidentially and professionally.

Examples of services include counselling services, legal support, financial, nutrition, wellness, health coaching, etc.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

#### 24.01 Job Descriptions and Performance Evaluation Plans

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 by the Employer due to legislation/expectations by the province or city, the rate of pay shall remain consistent with the current rate of pay.

#### 24.02 No Elimination of Present Classifications

Existing classifications; ECE and Assistant ECE, shall not be eliminated or changed without prior agreement with the Union.

#### 24.03 Changes in Classification and Job Creation

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

#### 24.04 Restrictions on Contracting-Out

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

The Employer agrees there will be no participation in the Workfare program.

## **ARTICLE 25 - HEALTH AND SAFETY**

25.01 The Union and the Employer shall cooperate in establishing rules and practices, which will provide protection from factors adverse to employee health and safety.

25.02 Upon presentation of receipts, the Employer shall reimburse an Employee for the costs of head lice shampoo when employees are required to use it due to a problem at the child care. The employee shall advise the Director/Supervisor in advance.

25.03 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident during the hours that the employee is being paid by RAC, shall be at the expense of the Employer.

25.04 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they have reason to believe that it would be unsafe or unhealthy for herself/himself, an unborn child, children in care or where to do so 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 the committee has made a ruling.

25.05 Workers Compensation

The Employer agrees to register and pay one hundred percent (100%) of the premiums of a Workers Compensation Plan to cover all its employees.

## **ARTICLE 26 - CHILD-ADULT RATIO**

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

## **ARTICLE 27 - GENERAL CONDITIONS**

27.01 Bulletin Boards

The Employer shall provide access to a bulletin board for the purpose of allowing the Union to post notices of meetings.

27.02 College of ECE (CECE)

Should an employee be denied a license or be suspended by the College of ECE, the employee shall be placed on leave of absence for a period of up to one (1) year. Their position will be posted and filled as a temporary contract of up to one year (1). They may, at the discretion of the board, after satisfactory resolution of the suspension, be returned to their former position once they have been reinstated by the College.

27.03 The Employer recognizes the value and importance of the designation of "Registered Early Childhood Educator" and the need to respect the Code of Ethics, Standards and/or Guidelines for Conduct established by the College of Early Childhood Educators. In that regard, the Employer will not require any RECE to act in contravention of the College's Code of Ethics and Standards of Practice.

27.04 Should applicable legislation and regulations allow, the Employer shall reimburse all RECE staff for the cost of their license/registration for up to one hundred and sixty dollars (\$160) per year. Employees shall provide proof of payment and registration to their Director/Supervisor. Should an employee leave prior to completing a full year of service, the Employer may deduct the pro-rated cost from the employees' final pay.

**ARTICLE 28 - GENERAL**

28.01 Plural or Feminine Terms May Apply

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

**ARTICLE 29 - TERM OF AGREEMENT**

29.01 Duration

This agreement shall be binding and remain in effect January 1, 2022 to December 31, 2025, 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.

29.02 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.

3/6/2023

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*Danijela Grubisic*

*Pam McArthur*

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DocuSigned by: 292F638035141D7...

*[Signature]*

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*Reda Macdonald*

*James Wickham*

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2484-31**

**RUNNYMEDE ADVENTURE CLUB**

**SCHEDULE A**Grid as of January 1<sup>st</sup>, 2022

5% have been added to all grids

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
ECE		
Start	\$28.34 + \$1.42	\$29.76
2 <sup>nd</sup> Year	\$28.79 + \$1.44	\$30.23
3 <sup>rd</sup> Year	\$29.23 + \$1.46	\$30.69
4 <sup>th</sup> Year	\$29.67 + \$1.48	\$31.15
Assistant ECE		
Start	\$24.07 + \$1.20	\$25.27
2 <sup>nd</sup> Year	\$24.24 + \$1.21	\$25.45
3 <sup>rd</sup> Year	\$24.41 + \$1.22	\$25.63
4 <sup>th</sup> Year	\$24.60 + \$1.23	\$25.83

Length of Service Bonus: At the completion of an Employee's 15<sup>th</sup> Year of Service (YOS) = \$500Length of Service Bonus: At the completion of an Employee's 20<sup>th</sup> Year of Service (YOS) = \$1000

**SCHEDULE "A"**Grid as of January 1<sup>st</sup>, 2023

2.5% have been added to all grids

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
ECE		
Start	\$29.76 + \$0.74	\$30.50
2 <sup>nd</sup> Year	\$30.23 + \$0.76	\$30.99
3 <sup>rd</sup> Year	\$30.69 + \$0.77	\$31.46
4 <sup>th</sup> Year	\$31.15 + \$0.78	\$31.93
Assistant ECE		
Start	\$25.27 + \$0.63	\$25.90
2 <sup>nd</sup> Year	\$25.45 + \$0.64	\$26.09
3 <sup>rd</sup> Year	\$25.63 + \$0.64	\$26.27
4 <sup>th</sup> Year	\$25.83 + \$0.65	\$26.48

Length of Service Bonus: At the completion of an Employee's 15<sup>th</sup> Year of Service (YOS) = \$500  
 Length of Service Bonus: At the completion of an Employee's 20<sup>th</sup> Year of Service (YOS) = \$1000

**SCHEDULE "A"**Grid as of January 1<sup>st</sup>, 2024

2.5% have been added to all grids

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
<b>ECE</b>		
Start	\$30.50 + \$0.76	\$31.26
2 <sup>nd</sup> Year	\$30.99 + \$0.77	\$31.76
3 <sup>rd</sup> Year	\$31.46 + \$0.79	\$32.25
4 <sup>th</sup> Year	\$31.93 + \$0.80	\$32.73
<b>Assistant ECE</b>		
Start	\$25.90 + \$0.65	\$26.55
2 <sup>nd</sup> Year	\$26.09 + \$0.65	\$26.74
3 <sup>rd</sup> Year	\$26.27 + \$0.66	\$26.93
4 <sup>th</sup> Year	\$26.48 + \$0.66	\$27.14

Length of Service Bonus: At the completion of an Employee's 15<sup>th</sup> Year of Service (YOS) = \$500  
 Length of Service Bonus: At the completion of an Employee's 20<sup>th</sup> Year of Service (YOS) = \$1000

**SCHEDULE "A"**Grid as of January 1<sup>st</sup>, 2025

2.5% have been added to all grids

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
<b>ECE</b>		
Start	\$31.26 + \$0.78	\$32.04
2 <sup>nd</sup> Year	\$31.76 + \$0.79	\$32.55
3 <sup>rd</sup> Year	\$32.25 + \$0.81	\$33.06
4 <sup>th</sup> Year	\$32.73 + \$0.82	\$33.55
<b>Assistant ECE</b>		
Start	\$26.55 + \$0.66	\$27.21
2 <sup>nd</sup> Year	\$26.74 + \$0.67	\$27.41
3 <sup>rd</sup> Year	\$26.93 + \$0.67	\$27.60
4 <sup>th</sup> Year	\$27.14 + \$0.68	\$27.82

Length of Service Bonus: At the completion of an Employee's 15<sup>th</sup> Year of Service (YOS) = \$500Length of Service Bonus: At the completion of an Employee's 20<sup>th</sup> Year of Service (YOS) = \$1000

# LETTER OF UNDERSTANDING #1

Re: Provincial Wage Enhancement Grants

The Employer will apply for the Provincial Wage Increase funds, and will provide funding awarded to employees according to the City/Province's Distribution Plan.

3/6/2023

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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*Darijela Grubisic*

*James Wickham*

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*Bedal Macdonald*

*Pam McArthur*

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**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2484-31**

**RUNNYMEDE ADVENTURE CLUB**

# LETTER OF UNDERSTANDING #2

Re: Replacement Staff

In most instances, Management will replace a staff person that is away from RAC for the hours when the children are present (3:15 - 5:15 p.m. - during the school year) or as long as the ratio for staff to children dictates.

3/6/2023

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

DocuSigned by:

DocuSigned by:

Danijela Grubisic

DocuSigned by:

DocuSigned by:

DocuSigned by:

DocuSigned by:

DocuSigned by:

James Wickham

DocuSigned by:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2484-31**

**RUNNYMEDE ADVENTURE CLUB**

# LETTER OF UNDERSTANDING #3

RE: RAC Policy Booklet

Management will provide each employee and new employees, upon hiring, with a copy of the RAC Policy Booklet. Employees will be expected to read and abide by the policy and procedures contained in the Booklet. Management agrees that in the event that there is a conflict between the Booklet and the collective agreement, the collective agreement shall govern.

Any changes to the RAC Staff Booklet will be presented to the Union. - Management would like the latitude to make changes to the Manual, without Union consent for every update/change/addition/deletion. We will follow "Management agrees that in the event that there is a conflict between the manual and the collective agreement, the collective agreement shall govern."

3/6/2023

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*Danijela Grubisic*

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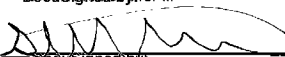
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**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2484-31**

*James Wickham*

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*Pam McArthur*

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**RUNNYMEDE ADVENTURE CLUB**

# LETTER OF UNDERSTANDING #4

RE: Vacation Policy

Recognizing that the parties wish to find a balance of between the Employer's operational requirements- specifically the needs of the particular programs to refrain from having multiple staff members missing at the same time-and the employees' desire for more choice in timing of vacation, the Employer agrees as follows:

If at any time during the life of this collective agreement the permanent staff complement reaches 13, the Employer will meet with the union to examine the possibility of allowing multiple vacation request for the same day;

3/6/2023

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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*Darijela Grubisic*

*Pam McArthur*

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*Reda Macdonald*

*James Wickham*

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EMPLOYEES, LOCAL 2484-31**

**RUNNYMEDE ADVENTURE CLUB**