

COLLECTIVE AGREEMENT

between

HAWTHORNE ON ESSEX DAYCARE CENTRE
(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16
(hereinafter called the "Union")

April 1, 2021 to March 31, 2023

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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;
 - (5) to encourage and promote cooperation and mutual support between day care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care;
 - (6) to encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and without limiting the generality of the foregoing, to:
- (a) maintain order, discipline, efficiency
 - (b) hire, discharge, layoff, recall, direct, classify, transfer, promote, demote
 - (c) suspend or otherwise discipline for just cause and
 - (d) to generally manage the operation and undertakings of the Centre.
- 2.02 ***Not Discriminatory***

The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive any present employee of her/his employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 *Bargaining Unit*

The Employer recognizes the Canadian Union of Public Employees and its Local 2484-16 as the sole and exclusive collective bargaining agent for all of its employees save and except supervisors, persons above the rank of supervisor and bookkeeper, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 *Work of the Bargaining Unit*

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

3.03 *Bargaining Unit Employees*

This Collective Agreement is fully applicable to all employees save and except supply staff and staff on short term contracts of less than three (3) calendar months.

3.04 *Temporary Employees*

Temporary employees are employees hired for a fixed time of not more than one (1) year.

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, or on maternity or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefit coverage as set out in Article 24.

3.05 *No Other Agreements*

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

3.06 *Full-time and Part-time Employees*

Full time employees are employees who regularly work twenty (20) hours per week or more.

Part-time employees are employees who are regularly employed for not more than twenty (20) hours per week or less.

ARTICLE 4 - NO DISCRIMINATION

4.01 *Employer Shall Not Discriminate*

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practices with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, ancestry, citizenship, ethnic origin, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender identity, gender expression, sex (including pregnancy and breastfeeding), marital status, disability, family status, record of offences, family relationship to adult working at the Centre, place or residence, nor by reason of her membership or activity in the Union.

4.02 *Discrimination Language*

The Employer and Employee agree that harassment is not always limited to the sections outlined in the Human Rights Code. As such, there will be no personal harassment in the workplace on any basis. Personal harassment is defined as any behaviour that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time.

It includes:

Verbal abuse, actions such as touching or pushing, comments such as jokes and name calling, displays such as posters or cartoons, or abuse of power such as threats or coercion.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 *Employees to be Members*

As a condition of employment, all employees of the Employer shall remain members in good standing of the Union according to the constitution and 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 6 - CHECK OFF OF UNION DUES

6.01 *Check-Off Payments*

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

6.02 ***Deductions***

Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifth day following the end of the month. Along with the deductions, the Employer will provide:

- a) A completed Union dues remittance form, supplied by the Union, and
- b) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (full-time, part-time, term), classification/job title, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

6.03 ***Dues Receipts***

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid for each Union member in the previous year or any other legal reporting requirement which replaces the requirement to report dues remitted on at T-4 slip in the future.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 ***Potential Employees***

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Article dealing with Union Security and Dues Check-Off.

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, term) start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

7.02 ***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, 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 her/his responsibilities and obligations to the Employer and the Union. Such interviewing time will be arranged at the mutual convenience of the Employer and the Centre.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Local.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 *Representation*

The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No 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.

9.02 *Union Bargaining Committee*

The Centre agrees to recognize a bargaining team of up to three (3) employees.

9.03 *Representative of Canadian Union*

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

9.04 *Meeting of Team*

In the event either party wishes to call a bargaining meeting, shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty-one (21) calendar days after the request has been given.

9.05 *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, if any such sessions are held during working hours.

9.06 *Technical Information*

Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets, job descriptions, positions in the bargaining unit, job classifications, wage rates.

9.07 *Education on the Job*

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, and lectures. Union meetings on topics related to employment to be held on the Employer's premises during the employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Centre.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 *Employer Shall Notify Union*

Any reports or recommendations of the Employer about to be made to the municipal, regional or provincial governments or their respective advisory committees dealing with matters of day care policy and/or conditions of employment and which affect employees within this bargaining unit shall be communicated by the Employer to the Union within a reasonable amount of time in order to afford the Union a reasonable opportunity to consider them and, if deemed necessary, or speaking to them before they are dealt with by the respective government body. Similarly, any submissions prepared by the Union shall be given to the Employer to allow time for mutual discussion if desired.

10.02 *Copies of Resolutions*

Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees which affect the members of this Union and/or the general provisions of day care received by either party shall be maintained in an open file to which the employees have access.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 *Recognition of Union Stewards and Grievance Committee*

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

11.02 *Unit Stewards*

There shall be one Steward and one alternate Steward for each unit or day care center affected by this Collective Agreement. The Union shall notify the Employer in writing of any change to this list.

11.03 *Permission to Leave Work*

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that she/he will not leave her/his work during working hours except to perform her/his duties under this Agreement. Therefore, no Steward shall leave her/his work without previously notifying her/his supervisor and receiving permission. Time for steward duties shall be granted within the next working day.

Mediation

The parties agree that should they be unable to resolve a grievance, they will use non-binding mediation in an attempt to resolve the issues in dispute. The use of mediation will normally be engaged after Step 3, while the parties await arbitration.

11.04 *Definition of Grievance*

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement including whether the matter is arbitrable or a case where the employee feels that the Employer has acted unjustly or improperly.

11.05 *Settling of Grievances*

An earnest effort shall be made to settle grievances fairly and promptly in the following manner, however, nothing shall prevent an employee from attempting to resolve a

problem prior to its becoming a grievance:

Step 1

The aggrieved employee(s) will submit the grievance to her/his Steward. If the employee's Steward is absent she/he may submit her/his grievance to the alternate Steward. At each step of the grievance procedure the grievor shall have the right to be present. An employee's grievance must be presented to the supervisor within ten (10) working days from the actual occurrence-giving rise to the grievance or from the time the employee should have been reasonably aware of the grievance.

Step 2

If the Steward considers the grievance to be justified, she/he will first seek to settle the dispute with the supervisor.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2; the Steward will submit a written statement of the particulars of the grievance and the redress sought to the Board who shall render its decision within fifteen (15) working days after receipt of such notice. Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

11.06 *Policy Grievance*

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 2 of this Article may be by-passed.

11.07 *Union May Institute Grievances*

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

11.08 *Grievance on Health and Safety*

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

11.09 *Replies in Writing*

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

11.10 *Facilities for Grievances*

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

11.11 *Mutually Agreed Changes*

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

11.12 *Technical Objections to Grievance*

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 12 – ARBITRATION

12.01 *Composition of Board of Arbitration*

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee to an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select an impartial chairperson.

12.02 *Failure to Appoint*

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fails to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 *Board Procedure*

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and made representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal

procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed.

12.04 *Decision of the Board*

The decision of the majority shall be the decision of the Board.

Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.05 *Disagreement on Decisions*

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

12.06 *Expenses of the Board*

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints;
- 2) One-half (1/2) of the fees and expenses of the chairperson.

12.07 *Amending of Time Limits*

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 *Principle of Innocence*

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed her/his probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.

13.02 ***Discipline Procedure***

The employee shall be notified in writing of the action and/or penalty. If the employee challenges the Employer's decisions, a copy of the Employer's notice shall be sent to the Secretary of the Union.

13.03 ***Burden of Proof***

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

13.04 ***Crossing of Picket Line During Strike***

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

13.05 ***Political Action***

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

13.06 ***Adverse Report***

The Employer shall notify an employee 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 her work within twenty (20) working days of the event of the complaint. A copy shall be forwarded to the Shop Steward at the Day Care Centre. This notice shall include particulars of the work performances, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of her/his record for use against her/him at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of her/his record.

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

13.07 *Right to Have Steward Present*

An employee shall have the right to have her/his Steward present at any discussion with representative(s) of the Employer which the employee believes might be the basis of disciplinary action except in cases of immediate dismissal when the steward is not available. 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 her/his Steward to attend the interview. The Steward shall only attend as an observer.

13.08 *Access to Personnel File*

An employee shall have the right at any time to have access to and review her/his personnel file at a time mutually convenient to the employee and 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.

13.09 *Use of Demotion as Discipline*

Demotion shall not be used as a disciplinary measure.

13.10 Employees have the right to refuse any directive by their Employer which violates their professional code of ethics or standards of practice (as set out by the College of Early Childhood Educators. Employees must inform their supervisor in writing of their refusal including the specific violations. The Employee who exercises their rights under this Article shall not be disciplined.

ARTICLE 14 – SENIORITY

14.01 *Seniority Defined (Type of Seniority Unit)*

Seniority is defined as the length of service from the most recent date of hire in the employ of the Employer and shall be used as set out in other provisions of this Agreement.

14.02 *Seniority List*

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Day Care Centre in January and July of each year.

14.03 *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 three (3) months the Employer shall review the work performance of the employee and submit the evaluation to the employee. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement (except where expressly limited). Probationary employees shall not have the right to grieve discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 *Loss of Seniority*

An employee shall not lose seniority rights if she/he is absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the Employer.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 *Job Postings*

When a permanent vacancy occurs or a new position is created inside 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 one (1) week so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's retirement date. In the case of retirement, the position shall be filled within one (1) week of the job opening.

15.02 *Information in Postings*

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, and salary rate or range. All Job Postings shall state, "This position is open to male and female applicants".

15.03 *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.

15.04 *Role of Seniority in Promotions and Transfers*

Both parties recognize the principle of promotion with the service of the Employer;

therefore all staff changes, and transfers that need to be made for operational or accommodation needs, promotions, as well as appointments shall be offered to the senior applicant who can demonstrate that they have the skills, ability and knowledge to perform the work.

15.05 *Hiring Committee*

The Supervisor will be responsible for reviewing new applicants and selecting suitable candidates. The Hiring Committee, comprised of one (1) parent, a supervisor and one (1) bargaining unit employee will then interview these candidates. The Hiring Committee will recommend their choice to the Administrator who will be responsible for checking references and documents, as required. The co-workers shall be entitled to sit on the committee as non-voting members.

15.06 *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 two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) 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 bargaining unit 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.

15.07 *Notification to Employee and Union*

Within three (3) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 *Definition of Layoff*

A layoff shall be defined as a reduction in the regular hours of work or in the number of employees required to perform bargaining unit work, as defined in this Agreement.

16.02 *Role of Seniority in Layoffs*

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, senior qualified employees shall be given the first option of accepting a layoff.

Where senior employees do not accept 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 who are willing and able to work in accordance with the Childcare and Early Years Act.

16.03 *Recall Procedures*

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

In the event that an employee has been laid-off, they shall have recall rights for a period of one (1) year. No new employees may be hired during this period, unless laid-off employees do not have qualifications necessary for the open position.

16.04 *No New Employees*

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

16.05 *Advance Notice of Layoff*

Employees who are to be laid off for temporary terms shall be provided with fifteen (15) days' notice, or pay in lieu of notice. Temporary layoffs are layoffs of up to thirteen (13) weeks in duration. Permanent layoffs shall be as per ESA.

16.06 *Grievance on Layoffs and Recalls*

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

ARTICLE 17 – HOURS OF WORK

17.01 *Regular Hours*

The regular hours for full-time employees shall be twenty (20) or more hours per week.

Part-time employees shall work not more than (20) hours per week.

17.02 *Lunch Break*

There shall be a one (1) hour unpaid lunch break every working day except for employees working thirty (30) hours or less per week, excluding meetings. They shall receive a half

(1/2) hour unpaid lunch break every working day. Should an employee be required to work the lunch break while on a field trip, such employee shall be permitted to either to take the lunch break when they return to the Centre or leave early or to take it as lieu time at a later date, providing, in all instances, that child/staff ratios are maintained.

17.03 *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.

17.04 *Paid Rest Period*

All employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift. If mutually agreed to between both parties, the two rest periods may be combined. These breaks shall be scheduled to ensure the safety of the children in the program.

17.05 *Program Time*

Teaching staff who work twenty (20) or more hours per week shall be allowed one half (1/2) hour per week for program preparation at a time mutually agree by the Employer and the employee. Employees may leave the premises during the Program Time, with the Director's approval.

In addition to program preparation, Program time may also be used for room maintenance and/or parent communication.

ARTICLE 18 – OVERTIME

18.01 *Overtime Defined*

All time worked in excess of thirty-five (35) hours per week or seven (7) hours per day shall be considered overtime. All overtime, where possible, must be authorized by the supervisor.

18.02 *Overtime Rate*

Overtime work shall be paid for at the rate of time and one-half (1 ½).

18.03 *Minimum Overtime*

The Employer will endeavor to keep overtime to a minimum. No employee shall be required to work overtime against her/his wishes when other qualified employees are

available to perform the required work.

18.04 *Time Off in Lieu of Overtime*

During the months of July and August, including the day prior to Labour Day, overtime will be paid in cash. At all other times, lieu time will be taken at the appropriate overtime rate (i.e. time and one-half) at a time mutually agreed upon with the Employer.

18.05 Employees who are required to supervise children past closing time are entitled to collect a fee of two dollars (\$2) per child, per minute after 6:00PM in lieu of overtime. The late fee will be divided equally between staff members supervising the child or children past 6:00PM. The Employer will include an explanation of this fee, and how it is to be collected, in the parent handbook/policies that each parent must sign when registering their child to attend the centre.

When a parent is late to pick up his/her child, the staff member in the relevant room will present a duplicate form, which records the date, pick up time, parent name and late fee total and whether or not the fee has been paid on site or is still to be paid.

If the parent has not paid the staff member the late fee owing within one week of the form being filled out, the Employer will compensate the employee(s) in question by paying them the overdue late fee on their bi-weekly pay.

ARTICLE 19 – HOLIDAYS

19.01 *Paid Holidays*

The Employer recognizes the following as paid holidays:

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

In addition, the Centre will close at 1 p.m. on New Year's Eve.

The Centre will endeavor to close during Christmas and New Year's. When notification of closure is made to the employees by September 30th of each year, employees agree to use vacation or personal leave time during the closure of the center on the non-statutory days off. If notification is not provided by September 30th of each year, Employees shall suffer no loss of pay or deductions from vacation/personal leave time in the event the center closes.

19.02 Compensation for Holidays on Saturday or Sunday

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

19.03 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to the pay that the employee would otherwise have earned on that day. An employee who is scheduled to work shall be paid at the rate of time and one-half (1 ½) and shall receive another day off with pay at a time designated by the employee.

19.04 All employees shall have the right to observe religious holidays without loss of income for a maximum of two (2) days per year. Employees needing time off for the observance of religious holidays must notify the supervisor at least one month in advance.

New Holiday schedule for employees hired after the year 2000 and on, has the following holiday schedule.

On the anniversary of the:

1 st Year	3 weeks holidays (15 days)
5 th Year	4 weeks holidays (20 days)
8 th Year	5 weeks holidays (25 days)

ARTICLE 20 – VACATIONS**20.01 Length of Vacation**

An employee shall be entitled to vacation with pay in accordance with years of service as follows:

Less than one (1) year	1 ¼ days per month
One (1) year or more	15 working days
Two (2) years or more	20 working days
Five (5) years or more	25 working days
Eight (8) years or more	30 working days

Employees shall not be allowed to take vacation until the probationary period has been completed. An Employee who terminates or is terminated prior to the completion of the

probationary period shall receive vacation pay in accordance with the Employment Standards Act.

In calculating vacation credits, permanent employees shall have their vacation prorated to January of each year. Vacation pay shall be paid calculated on hours worked in the six-month period preceding the requested vacation period. New employees shall have their vacation credits prorated to date of hire.

The Employer has the right to withhold monies equivalent to any unearned vacation days from an employee's last pay cheque.

20.02 *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.

20.03 *Vacation Pay on Termination*

An employee terminating employment who has completed their probationary period 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.

20.04 *Vacation Scheduling*

a) The Employer shall post a vacation schedule by March 30th of each calendar year for employees to indicate their vacation preference on. Employees shall indicate their vacation preference by April 10th of each calendar year. The Employer shall post a finalized vacation schedule by April 30th. Where there is a conflict over a vacation request, seniority shall govern.

After April 30th, employees shall be granted vacation on a first come first served basis. Where April 30th falls on a weekend, the vacation schedule shall be posted by the preceding Friday.

Vacation time shall be scheduled in order of seniority, however, where there is a conflict, a limit of three (3) consecutive weeks may be used at one time by a senior employee during the period of July and August. For employees wanting to book more than three (3) consecutive weeks, permission must be granted by the Director.

Normally only one (1) full time staff per room may be approved vacation time. Special consideration shall be made to allow for time off where an employee has a special event.

- b) In order to provide consistent care and programming during summer vacation, staff members will provide the Executive Director with program plans one (1) week prior to their vacations. The employer will endeavour to hire more casual staff and hire a float staff to allow for vacation time. All employees shall be allowed to take vacation as long as at least one permanent staff member is assigned to their room during a vacation period.
- c) The Assistant Supervisor will be available to act for the Executive Director when the Executive Director is on vacation or other absences, unless previously agreed to by the Board.
- d) There will not be a requirement for the Executive Director to approve unpaid days until an employee's paid vacation and personal leave days for a calendar year have been requested, approved and taken in accordance with the above.

For clarity, once paid vacation and personal leave days have been requested, approved, scheduled, and taken employees may request to take days off without pay, and approval will not be unreasonably denied. Seniority and service will continue to accumulate for all purposes, in the event an employee takes an unpaid leave day.

20.05 *Approved Leave of Absence During Vacation*

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

20.06 *Maximum Annual Carry Over of Vacation*

No employee shall carry over more than ten (10) days' vacation from any previous calendar year without the consent of the Employer. Such carryover of vacation time must be used by May 15 of each year.

ARTICLE 21 – SICK LEAVE AND FAMILY SICK LEAVE PROVISIONS

21.01 *Employee Sick Leave and Family Sick Leave Defined*

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

Sick leave can be taken for the purpose of a medical examination or treatment by a physician, chiropractor or dentist. Employees requesting such time off for scheduled appointments shall submit their request in advance.

Family sick leave is where no one other than the employee can provide for the needs during illness of a member of the employee's immediate family (parent, child, husband, wife, common law spouse and siblings) as defined in the Family Law Reform Act. An employee shall be entitled, after notifying her/his supervisor, to use family and/or sick leave days for this purpose. The Board may consider requests for exceptional cases in the illness of others than those mentioned above.

21.02 *Amount of Paid Sick Leave and Family Sick Leave*

- a) Employee sick leave shall be earned at the rate of one and one quarter (1.25) days for every month an employee is not on a leave of absence in excess on one (1) month.
- b) Employees will earn five (5) family sick days on January 1st of each year to care for family during their illness. These days will not accrue for future benefits.

21.03 *Accumulation of Sick Leave*

The unused portion of an employee's sick leave shall accrue for future benefits to a maximum of thirty-five (35) days. Employees who are on EI sick benefits, shall receive an SUB top-up of fifteen percent (15%) of the employee normal wages to bridge the gap until Long Term Disability (119 days) begins after all of the allocated sick days and vacation days have been used.

21.04 *Deductions from Sick Leave and Family Sick Leave*

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

A deduction shall be made from family sick leave or sick leave, in accordance with the employee's request, of all normal working days (exclusive of holidays) absent for family sick leave.

21.05 *Proof of Illness*

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that she/he was unable to carry out her/his duties due to illness and specifying when he/she will be fit to return to work.

21.06 Sick Leave and Family 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 but shall retain her/his cumulative credit, if any existing at the time of such layoff.

21.07 Sick Leave and Family 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.

21.08 Personal Leave Days

- a) All employees who have successfully completed their probationary period shall be allowed six (6) mental health days per year which shall be earned at the rate of one (1) day on each of the following dates: January 1st, March 1st, May 1st, July 1st, September 1st, and November 1st.
- b) Personal Leave days shall be taken at a time mutually agreed upon by the Employer and the employee.
- c) An employee shall not earn personal leave days when on long-term disability or on maternity leave.
- d) Employees may carry over a maximum of 1 (one) unused Personal leave day.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Negotiation Pay Provisions

Representative of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This clause shall apply for a maximum of one (1) person.

22.02 Grievance and Arbitration Pay Provisions

The aggrieved employee and the Shop Steward of the Union shall not suffer any loss pay or benefits for the total time involved in the processing of a grievance except when the employee is suspended or dismissed.

Representatives of the Union shall not suffer any loss of pay or Benefits for the total time involved in arbitration procedures.

22.03 *Leave of Absence for Union Functions*

Upon request to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay but with benefits. The total number of such days for the bargaining unit shall not exceed ten (10) in any calendar year. To be eligible for such leave, an employee must have completed their probationary period.

22.04 *Leave of Absence for Full-time Union or Public Duties*

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay, but with an interruption of seniority during her term(s) of office.
- c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay, but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her/his term of office.

22.05 *Paid Bereavement Leave*

An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, fiancé (e) or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. Where the burial occurs outside the province, such leave shall also include reasonable traveling time. The total leave shall not exceed five (5) working days. Leave of over five (5) days shall be deducted from sick leave or mental health or go unpaid.

Employees also have the right to an extended unpaid bereavement leave of up to three (3) months. Request for such leave will be provided in writing to the supervisor and shall include the return to work date.

22.06 *Maternity Leave and Adoption Leave*

Maternity leave (17 weeks) and parental leave (10 weeks) shall be considered to be combined for a total leave of 27 weeks for the purpose of this agreement. The Employer agrees to participate in a Supplementary Unemployment Benefits (SUB) Plan, which shall

provide for a top-up to 15% of pre-maternity earnings for the maximum time allowable under UIC.

22.07 *Maternity and Parental Leave*

Maternity leave shall cover a period of up to twelve (12) months and may begin before or after the birth or adoption of a child. During this period, full seniority shall accumulate and all benefits shall be paid by the Employer for the first duration of the leave.

Employees will be granted an extension of up to six (6) additional months of parental leave upon request. During these periods, full seniority shall accumulate and (to be corrected as per complement Standard/Act). A written request must be received at least one (1) month prior to the end of their maternity leave.

22.08 When an employee decides to return to work, after maternity leave, she shall provide the Employer with at least one (1) months' 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. In the case of extended leave, employees may not be allowed to return before the agreed upon leave has lapsed as a long-term casual commitment may have been made to other staff.

22.09 *Paternity Leave*

Providing an employee has at least one (1) year service, an employee shall be entitled to a paternity leave of up to six (6) months in length, the first week with full pay. During this time the employee shall continue to accumulate seniority and the Employer shall continue to pay its share of the benefits.

22.10 *Special Leave*

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons, provided the employee gives two (2) weeks' notice:

Reason Annual Leave of Absence

Formal hearings to become A Canadian Citizen One Day

An employee shall be entitled to leave of absence without pay to write examinations to upgrade her/his employment qualifications pertinent to present employment.

22.11 *General Leave*

An employee may request an extended leave of absence if she so desires. The request shall be in writing and communicated to the Board at least two (2) months prior to the

commencement of such leave of absence unless mutually agreed to otherwise. Leave of absence under this provision shall be at the discretion of the Board. During such a leave an employee shall accumulate seniority up to the end of the month in which the leave commenced.

An employee requesting a leave of absence shall be provided with an opportunity to present their views in person to the Board of Directors at a mutually agreeable time to all parties.

22.12 *Leave of Diseases and Conditions Harmful to Pregnancy*

A pregnant employee shall receive an immediate leave of absence in the event that a known or suspected case of German measles or any other disease or condition, which would be harmful to pregnancy, occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a period of two (2) weeks. The employee shall be entitled to one (1) such leave for any occurrence.

22.13 *Paid Jury or Court Duty Leave*

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of her/his employment shall be considered as time worked at the appropriate rate of pay. Employees should advise the Employer of such leave as soon as the employee knows she/he will need a leave.

22.14 *Professional Leave of Absence*

An employee may be entitled to professional leave of absence without pay and without loss of seniority, for up to one year and only one time during their entire length of employment. The leave must be taken consecutively and cannot be broken up into multiple absences.

Request for Professional leave of absence shall be in writing and communicated to the Board at least two (2) months prior to commencement of such leave of absence. Leave of absence under this provision shall be at the discretion of the Board. Such approval shall not be withheld without just cause.

If the employee wishes continuation of these benefits during such leave, it will be her/his responsibility to pay the total cost of these group insurance benefits during the professional leave.

Education Leave:

The Employer may grant an employee an unpaid Education Leave to a maximum of one (1) year. Such leaves shall be without pay, but with no loss of seniority. Request for Education leave of Absence shall be in writing and communicated to the Board at least two (2) months prior to commencement of such leave of absence. Leave of absence under this provision shall be at the discretion of the Board.

If the employee wishes continuation of their benefits during such leave it will be his/her responsibility to pay the total cost of these group insurance benefits during the education leave.

22.15 Family Caregiver Leave (ESA S.49.3)

In addition to any provisions of this agreement that may provide for a leave that might be used as Family Caregiver Leave (such as Article 22.11), the following clause is applicable to all employees regardless of length of service and regardless of whether full-time, part-time, or temporary:

- a) Family caregiver leave will be granted to employees to care for or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. Employees shall be granted up to eight weeks of unpaid leave per calendar year per family member in accordance with section 49.3 of the Employment Standards Act, 2000.
- b) An employee on family caregiver leave shall continue to accumulate seniority and service for all purposes.
- c) An employee on family caregiver leave shall be reinstated to his/her former duties upon his/her return from leave.
- d) The employee and Employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under article 24, which the employee would otherwise be entitled to.

22.16 Critically Ill Child Care Leave (ESA. S. 49.4)

In addition to any provision of this agreement that may provide for a leave that might be used as a leave to care for or support a critically ill child (such as Article 22.11), the following clause is applicable to all employees who have been employed for at least six (6) consecutive months.

- a) Employees shall be granted up to 37 weeks of unpaid leave to care for or support a child whose life is at risk as a result of an illness or injury in accordance with section 49.4 of the Employment Standards Act, 2000.

- b) An employee who is on Critically Ill Child Care Leave shall continue to accumulate service and seniority for all purposes.
- c) An employee on Critically Ill Child Care Leave shall be reinstated to their former position upon his/her return from leave.
- d) The employee and Employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 24.01 which the employee would otherwise be entitled to.
- e) The Employer agrees to advise employees who are planning to take this leave that parents who take leave from work to provide care or support to their critically ill child may be eligible to receive employment Insurance (EI) special benefits for parents of critically ill children.

22.17 Leaves Available under the Employment Standards Act

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

- 49.1 Family medical leave
- 49.2 Organ donor leave
- 49.5 Crime-related child death or disappearance leaves
- 50.0 Personal emergency leave
- 50.1 Emergency leave, declared emergencies
- 50.2 Reservist leave

- a) An employee who is on ESA Leave shall continue to accumulate service and seniority for all purposes.
- b) An employee on Leave shall be reinstated to their former position upon his/her return from leave.
- c) The employee and Employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 24, which the employee would otherwise be entitled to.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 *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.

Following the receipt of any grant monies for wages benefits or allowances to employees; payment will be made within the next pay period after receipt.

23.02 *Equal Pay for Work of Equal Value*

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

23.03 *Rate of Pay on Promotion or Reclassification*

- a) An employee assigned, promoted, or reclassified to a higher paying bargaining unit position shall receive the rate of pay and benefits for that position when the employee performs that job in excess of one-half (1/2) a day.
- b) The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- c) Designate in Charge

Where both the Executive Director and Assistant Supervisor are absent, the Employer shall notify the Designate in Charge that they are in charge. The Designate in Charge shall remain in their room and continue to perform their normal duties, as well as the duties of the Designate in Charge, as required. The Designate in Charge will be paid an extra one (1) dollar per hour while acting in this role. The Employee will remain as the Designate in Charge until the Executive Director or the Assistant Supervisor returns to the Daycare, or the Daycare closes for the day.

The Daycare management will endeavor to ensure that at least one of the Executive Director, Assistant Supervisor or Designate in Charge will be present at the Daycare at all times.

In exceptional circumstances where none of the Executive Director, Assistant Supervisor or Designate in Charge would be present, Daycare management maintains the right to appoint a designate from staff on site, and to provide that staff member with the additional one (1) dollar per hour for the required time.

In the event that an Employee no longer wishes to act in the role of Designate in Charge, the Employee will provide two (2) weeks' notice, and be removed from the position.

23.04 *Pay on Transfer – Lower Rated Job*

When an employee is temporarily transferred to a position paying a lower rate (other than a reduction in hours), her/his rate shall not be reduced.

23.05 *Vacation Pay*

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

23.06 *Mileage Allowance*

Mileage rates paid to an employee using her/his own automobile for the Employer's business shall be as follows:

Twenty-five cents (25¢) per kilometer. All kilometers shall be calculated from the first day to the last day of each calendar month.

23.07 *Child Care Allowance*

The Employer shall reimburse, up to a limit of three dollars (\$3.00) per hour, an employee who is a single parent of a young child or children or where the other spouse is unable to care for the child, for the cost of substitute care when an employee works overtime. The employee shall provide a receipt.

23.08 *Professional Development*

a) An employee who has completed probation shall be entitled to up to two hundred dollars (\$200.00) per calendar year for professional development. The Employer shall pay all reasonable costs of attending workshops, conferences, including transportation costs (i.e., mileage, parking, TTC). It is understood that tuition costs for an employee who is taking Early Childhood Education diploma or degree is an acceptable expense under the above provided the employee successfully completes the course. Unused professional development funds may be used by interested employees with the consideration of the other employees, and the approval of the supervisor.

b) **Placement**

Employees involved in the Early Childhood Education program who are required to complete a placement shall be granted an unpaid leave of absence for such time at a time mutually agreed upon between the Employer and the employee. While on such leave, seniority shall continue to accumulate and the Employer shall continue to pay its share of the benefits.

c) **First Aid/CPR**

The Employer will cover the cost of the annual First Aid/CPR “refresher” training course for all employees who are required to take the course. The Employer will organize, pay, and provide the space for the training. The Employer will pay employees for 3 hours at the employee’s hourly rate to take the annual “refresher” course. The Employer will not pay employees for time or provide employees time off in lieu for the renewal of the First Aid/CPR certificate training course required by the College of Early Childhood Educators as a condition of the employee’s membership.

23.09 Employee Child Care Benefit

The Employer will make available the equivalent of five (5) places of childcare for the benefit of its full-time employees or part-time employees.

Any one (1) employee may upon application receive one (1) space at a 20% discount (i.e. she/he would pay 80% of the fee.)

Any staff requesting those benefits described above shall advise the daycare by April 15th for the following school year. Employees advising the daycare after the April 15th, deadline shall be placed on the waiting list if no spaces are available.

It is understood that childcare only applies to such staff providing they are either a parent or a legal guardian of the child.

23.10 Vulnerable Sector Check

The Employer will be limited to requiring vulnerable sector police checks that are required by the Child and Family Years Act 2014 and shall incur all costs related to any police checks an employee may be required to obtain.

23.11 Requirements of Employees

1. All Employees that hold the title of Early Childhood Educator (ECE) must be registered with the College of Early Childhood Educators and be in good standing with the College during their time of employment.
2. For all Employees that are Registered Early Childhood Educators, it is the Employee's responsibility to pay for and maintain their annual registration with the College of Early Childhood Educators.
3. Should an Employee be denied a license, be suspended by the College of Early Childhood Educators, or fail to register, the Employee shall be placed on lay-off or an unpaid leave of absence, at the Employee's discretion, for a period of up to one (1) year, and the Employee's position will be posted and filled as a temporary contract. If the Employee is reinstated by the College during that one (1) year period, the Employee shall be returned to his/her former position, or equivalent, upon such reinstatement.
4. The Employer recognizes the value and importance of the designation of "Registered Early Childhood Educator" (RECE) and respects 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 or Standards of Practice.

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

24.01 Hospital and Medical Insurance

The Employer shall pay the full cost of a benefit plan (see specifications in Schedule "C") after three (3) months of employment for full-time employees:

The Plan shall contain the following:

- a) Group Life Insurance
- b) Dependent Life Insurance
- c) Accidental Death and Dismemberment
- d) Extended Health Care
- e) Vision Care
- f) Dental
- g) Long Term Disability

24.02 *Workers' Compensation Plan*

Effective March 1, 1989, the Employer agrees to participate in a Workers' Compensation Plan and to cover all employees under the plan.

24.03 *RRSP and Multi-Sector Pension Plan*

- 1) The employer will set up a self-directed RRSP in the names of each employee with the employer contributing five point five (5.5) percent of gross regular earnings and the employees contributing at least one point five (1.5) percent of gross earning beginning in 2021-22. Should the employee wish to contribute more than the one point five (1.5) percent they must notify their Director.
- 2) As of July 1, 2021, the employer will no longer contribute to RRSP as it will be replaced with the Multi-Sector Pension Plan.

ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION

25.01 *Job Description*

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent within four (4) months of signing this Agreement. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days.

25.02 *No Elimination of Present Classifications*

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

25.03 *Changes in Classification*

When a new job classification is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 26 - HEALTH AND SAFETY

26.01 *Cooperation on Safety*

The Union and the Employer shall cooperate in establishing rules and practices, which

promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

26.02 *Health and Safety Clothing and Equipment*

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

26.03 *Right to Monitor and inspect*

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

26.04 *Injury Pay Provisions*

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at 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.

26.05 *Transportation of Accident Victims*

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

ARTICLE 27 - JOB SECURITY

27.01 *Restrictions on Contracting-Out*

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees required by the Childcare and Early Years Act 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.

ARTICLE 28 - CHILD ADULT RATIO

28.01 The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and

potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio shall not exceed the minimum established by the Ontario Childcare and Early Years Act, as amended from time to time.

ARTICLE 29 - GENERAL CONDITIONS

29.01 *Proper Accommodation*

The Employer will endeavor to provide an employee lounge and locked storage space for personal belongings.

29.02 *Bulletin Boards*

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.03 *Letter of Reference*

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

29.04 *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.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 *Present Conditions to Continue*

All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive or possess shall continue, in so far as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

30.02 *Continuation of Acquired Rights*

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. In any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be reopened for negotiation.

30.03 *Retention of Superior Benefits*

Where employee(s) of a particular Centre presently enjoy a benefit which is superior to the comparable benefit provided in this Agreement, employees at that Centre shall retain that benefit until such time as the comparable benefit becomes equivalent to the benefit provided.

Any question as to the equivalence of benefits may be resolved by way of arbitration as provided in Article 12 of this Agreement.

ARTICLE 31 - COPIES OF AGREEMENT

31.01 *Copies of Agreement*

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. For this reason, the Employer shall provide sufficient copies of the Agreement in bound form within thirty (30) days of signing as supplied by the Union.

ARTICLE 32 - GENERAL

32.01 *Plural or Feminine Terms May Apply*

Whenever the singular, masculine or feminine is used in the 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 33 - TERM OF AGREEMENT

33.01 *Duration*

This Agreement shall be binding and remain in effect from April 1, 2021 to March 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.

33.02 *Changes in Agreement*

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

33.03 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

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Jamie Robinson
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Kayleigh Gibson
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THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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M. Santolo
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Palma Buccini
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SCHEDULE "A" – SALARIES

Salaries: See wage grids attached

The Board agrees to continue to work together to resolve the issues or concerns the Union has with respect to the implementation of pay equity outside the negotiations of the collective agreement.

In addition to the increases set out above, the Board agrees that it will apply for Provincial Wage Enhancement Funding each time such funding is made available during the term of this Collective Agreement.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

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THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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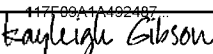
SCHEDULE "B" – Daycare Supplemental Unemployment Benefit (SUB) Plan

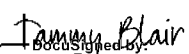
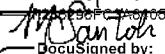
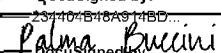
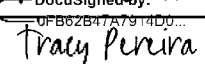
1. The following group of employees is/are covered by the plan: All Full Time and Part Time permanent employees with one (1) year service.
2. The plan will supplement EI benefits for periods of unemployment caused by illness.
3. Verification that the employees have applied and are in receipt of EI benefits will be made before SUB payments are made.
4. The SUB plan shall be topped up by a maximum of fifteen percent (15%) of the employees qualifying employee's normal weeks earnings. In no case shall the weekly SUB plan payment plus the gross amount of the EI benefit payment exceed ninety-five percent (95%) of the employee's normal weekly earnings.
5. The SUB benefit will be paid for a maximum of seventeen (17) weeks.
6. The plan shall commence within 30 days of ratification of this agreement.
7. Service Canada-SUB Program will be informed in writing of any change to the plan within thirty (30) days of the effective date of the change.
8. The plan will be financed by the Employers general revenues.
9. A separate record of all the SUB payments will be kept.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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SCHEDULE "C" – Benefits Plan Provided by Community Services Benefits Trust/Ontario Coalition for Better Child Care

Effective June 1, 2017

Group Life Insurance

Basic Amount	2x annual earnings
Maximum	\$100,000
Non-evidence Maximum	\$50,000
Living Benefit	Yes
Reduction	50% at age 65
Termination Age	Age 70

Dependent Life Insurance

Spouse	\$10,000
Child	\$5,000
Still Birth Benefit	Yes
Termination Age	Age 70

Accidental Death and Dismemberment

Basic Amount	Equal to life insurance
Maximum	Equal to life insurance
Reduction	50% at age 65
Termination Age	Age 70

Extended Health Care

Pay Direct Drug Card	Yes
Health Care Deductible	Nil
Prescription Drugs (Generic)	100%
Prescription Drug Deductible	Nil
Prescription Drug Maximum	Unlimited
Professional Services	100%
Acupuncturist	\$400/calendar year
Chiropractor	\$400/calendar year (Deductible-15 visits before payable)
Chiropodists	\$400/calendar year
Dietitian/Nutritional Consulting Practitioner	\$150/calendar year
Massage Therapist	\$400/calendar year (Doctor referral required)
Naturopath	\$400/calendar year
Osteopath	\$400/calendar year
Physiotherapist	\$400/calendar year
Podiatrist	\$400/calendar year
Psychologist/Social Worker (MSW)	\$400/calendar year
Speech Therapist	\$400/calendar year

Medical Supplies and Services	100%
Foot Orthotics	\$500 per calendar year
Orthopedic Shoes	50% of 2 pair per calendar year
Hearing Aids	\$400 per 60 months
Ambulance	100%
Hospital (Semi-Private Room)	100%
Maximum Trip Duration	180 days
Out of Country Emergency	100%
Out of Country Emergency Maximum	\$5,000,000 per trip
Trip cancellation coverage	\$5,000 per trip
Termination Age	Age 70
Vision Care	
Reimbursement Level	100%
Eye Glasses/Contacts	\$200 per 24 months
Medically Required Contact Lenses	\$200 per 24 months
Termination Age	Age 70
Dental	
Deductible	Nil
Basic Services	100%
Major Services	50%
Orthodontic Services	50%
Basic/Major Services Maximum	\$1,500 combined calendar year maximum
Orthodontic Services Maximum	\$1,500 per lifetime
Recall Frequency	Once every 6 months
Complete Oral Exam	Once every 36 months
Fee Guide	Current Dental Fee Guide
Termination Age	Age 70
Long Term Disability	
Benefit Amount	66.67% of monthly earnings
Maximum Amount	\$3,000
Non-Evidence Maximum	\$1,000
Occupation Definition	24 months own occupation
Tax Status	Non-Taxable
Waiting Period	119 days
Termination Age	Age 65
Dependent Children Eligibility	Age 22 or age 26 if student

SCHEDULE “D” – Participation Agreement

The Agreement made July 1, 2021

BETWEEN:

HAWTHORNE ON ESSEX DAYCARE CENTRE

(the “Employer”)

-and-

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES

(the “Trustees”)

In consideration of the Employer becoming a participating employer, commencing July 1, 2021, in the Multi-Sector Pension Plan (“MSPP” or the “Plan”), by making contributions to the Plan in accordance with the collective agreement (“Collective Agreement”) between the Employer and Local Hawthorne On Essex Daycare of the CUPE 2484-16 (the “Union”), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

- 1) The Employer shall make contributions to the Plan in accordance with the terms of 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 enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (“Declaration of Trust”) which established the Plan.
- 2) The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
- 3) 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.
- 4) The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than the 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 Trustee 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 the authority to amend benefits, if necessary or advisable.

- 5) The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
- 6) 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 any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contribution and pension benefits.

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

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;
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;
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.

- 7) All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

DocuSigned by:
Jamie Robinson
DocuSigned by:
Kayleigh Gibson

MULTI-SECTOR PENSION PLAN, BY ITS TRUSTEES

DocuSigned by:
Tammy Blair
DocuSigned by:
M. Santoli
DocuSigned by:
Palma Buccini
DocuSigned by:
Tracy Pereira

LETTER OF UNDERSTANDING #1 Schedule A

This will confirm the understanding of the parties with respect to the Collective Agreement dated April 1, 2021 with respect to Schedule "A".

In the event that a salary grant other than the Direct Operating Grant is allocated to the Day Care Centre, the Employer undertakes to distribute the said grant to eligible employees according to the guidelines set forth by the granting agency and with the agreement of the employees with respect to how the grant is proportioned.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

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Jamie Robinson
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Kayleigh Gibson
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THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

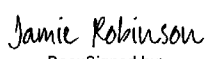
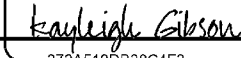
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LETTER OF UNDERSTANDING #2 Catering

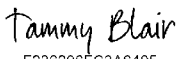
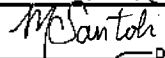
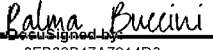
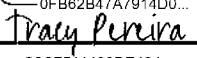
Notwithstanding Article 27.01, it is agreed that the Centre may contract with an external catering company for meals and food preparation during periods when the Assistant Teacher/Cook is on vacation or leave.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

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THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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LETTER OF UNDERSTANDING #3 Job Sharing

Any two employees may participate in a job-sharing arrangement on the following conditions:


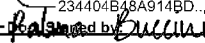
- a) All employees participating in job sharing shall remain members of the CUPE Local 2484 and shall be covered by all the terms and conditions of the Collective Agreement, except as modified herein;
- b) The terms of the job sharing arrangement shall be agreed upon by the Union, the Board and the participating employees as follows:
 - i. The hours of work for each employee shall be clearly defined;
 - ii. The wages of each employee shall be proportioned to the hours worked and shall be explicit in the agreement; and
 - iii. The agreement shall also provide for the distribution of paid holidays in Article 19, the vacation entitlement in Article 20, the sick leave in Article 21, Personal Leave Days and special leave days outlined in section 21.08 and 22.10, and the Employee Benefits in Article 24;
- c) It is intended that the terms of the job sharing arrangement as outlined in subsection (b) above be distributed equitably, and wherever possible, on a pro-rated basis in accordance with hours worked;
- d) In no event shall the combined benefits exceed those provided to an individual employee;
- e) There will be no more than one job sharing position allowed at one time within the daycare; and
- f) If either employee ceases job sharing, for whatever reason, that employee shall resume the full-time hours of work to maintain the position if no other current employee is willing to share the position.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

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THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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LETTER OF UNDERSTANDING #4 Employment Equity

The Employer and the Union agree to co-operate in developing, implementing and monitoring an Employment Equity Program covering employees of the Centre. All components of the program will be jointly developed between the Employer and the Union.

The intent of the program is to identify and implement plans to remove any barriers that may exist, and to develop a plan to correct any barriers that create disadvantages for persons from the groups set out below in accessing employment or any rights under the Collective Agreement. This will include the identification of unintentional systemic barriers.

The designated groups will include: Aboriginal/Indigenous people, Racialized people, LGBTQ and Transgender persons, Persons with disabilities and Women.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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LETTER OF UNDERSTANDING #5 Multi-Sector Pension Plan Required Collective Agreement Language

In this Article, the terms 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 hours missed due to illness. Applicable wages includes any sick day 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 500 hours of employment with the employer.¹

2)

- a) Commencing July 1, 2021, each Eligible Employee shall contribute for each pay period an amount equal to one point five (1.5) percent of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five point five (5.5) percent of Applicable wages to the Plan.
- b) Commencing April 1, 2022, each Eligible Employee shall contribute for each pay period an amount equal to one point five (1.5) percent of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to eight point five (8.5) percent 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

¹ Not to exceed 500 hours.

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 D.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

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THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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LETTER OF UNDERSTANDING #6 Float Staff

A float staff position shall be established for the purpose of balancing vacation scheduling and room coverage.

Float staff shall be paid an additional sixty-five (65) cents per hour for every hour worked which will be included in the base and added to Schedule A.

Float staff shall be given their schedule in accordance with Article 17.03. 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 8:30pm. If the employer does not notify the float staff before 8:30pm on the day before the scheduled shift change, the float staff may refuse the scheduled shift change without loss of pay or discipline.

The float staff must 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.

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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SCHEDULE "A" WAGE GRID

HAWTHORNE ON ESSEX DAYCARE CENTRE


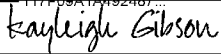
APRIL-21 to MARCH-23 (Zero (0) percent wage increase)

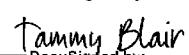

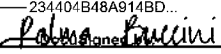
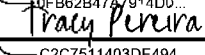
ECE Teacher					
	BASE	ANNUAL			
Start	24.48	44,562.01			
Year 1	25.11	45,702.50			
Year 2	25.90	47,144.25			
Year 3	26.70	48,600.22			
Assistant Teacher/Cook					
Start	23.41	42,599.93			
Year 1	24.42	44,450.54			
Year 2	24.81	45,160.66			
Year 3	25.60	46,594.69			
Assistant Supervisor					
Start	29.34	53,407.24			
Year 1	30.39	55,300.89			
Year 2	31.47	57,280.61			
Year 3	32.54	59,217.30			

SIGNED THIS 12/8/2021

HAWTHORNE ON ESSEX DAY CARE CENTRE

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2484-16

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