

Collective Agreement

Between

Selwyn Community Child Care

Centre and

Canadian Union of Public

Employees Local 2484-36

Expiry December 31, 2025

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ARTICLE 1 - PREAMBLE

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT;

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

- a. To establish terms and conditions of employment for members of the bargaining unit and efficient resolution of workplace disputes.
- b. To promote harmonious relations and settle conditions of employment between the Employer and the Union through collective bargaining and to promote the expeditious resolution of disputes through the application of this Agreement.

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 acknowledges that the management of the Centre's operations and the workforce is the sole right of the Employer and without limiting the generality of the foregoing includes the right to:

- a) Plan and organize operations, Maintain order, and efficiency;
- b) Hire, discipline for just cause, transfer, classify, promote or demote employees, layoff employees and assign employees to the various shifts and specify the job assignment;
- c) Determine the methods of operation and services, and the scheduling of work assignments;
- d) Establish reasonable rules from time to time to be observed by employees.

All management rights not referenced above are reserved to the Employer.

2.02 The parties agree that management's rights under this Collective Agreement shall be exercised in good faith and shall not be exercised so as to violate the provisions of this Collective Agreement.

2.03 It is understood that Bargaining Unit Employees have the right to grieve under the grievance procedure in this Collective Agreement if they believe that the Centre has violated their rights under this Collective Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes The Canadian Union of Public Employees and its Local 2484-36 as the sole and exclusive collective bargaining agent of all employees of the Centre, save and except Supervisors, Managers, and persons above the rank of Manager.

3.02 In this Agreement:

- a) Full-time Employees shall mean employees who are regularly employed to work twenty-five (25) hours or more per week.
- b) Part-time Employees shall mean employees who are regularly employed up to twenty-five (25) hours per week.
- c) Temporary employees shall mean employees hired for a fixed period of up to twelve (12) months for regular leaves and up to eighteen (18) months for Parental/Maternity/adoption leave to replace a Full-time or Part-time Employee who is on an approved leave of absence. Temporary employees are not eligible for benefit coverage.
- d) Casual Employees shall mean employees hired directly by the Employer to replace Full-time, Part-time or Temporary Employees who are absent from work for a short or undetermined period of time (for example, sick days or vacation). Casual Employees have no set hours of work and may, subject to the terms of this Collective Agreement accept or reject specific hours offered based on their availability.

There may be occasions where a casual employee will work the same hours as a Part-time or Full time Employee on a short-term basis to cover absences. This does not give them the right to claim Part-time or Full time Employee status.

The Employer and the Union Agree that the names of Casual Employees employed by the Centre as of the date of ratification shall be placed on a roster listing the dates on which they first worked at the Centre ("Casual Roster"). The Centre shall send a copy of the Casual Roster to the Union, updated from time to time.

3.03 Provisions for Casual Employees

Casual Employees shall not be eligible to receive any of the benefits described in Article 23 Employee Benefit Plan. Casual Employees shall not be eligible to participate in the paid sick/personal leave provisions of Article 20.01 of this Collective Agreement.

Casual Employees shall not be eligible for any paid leaves of absence (except bereavement leave), holidays, and vacation time or overtime provisions contained in this Collective Agreement. Entitlements for all other provisions shall be as per the Employment Standards Act. Bereavement leave will only be paid if the employee is scheduled to work on the date of bereavement and within the week following.

Casual Employees do not include supply staff hired by the Employer directly for fewer

than seventy (70) hours or engaged via an agency. Supply staff are not considered employees under this Collective Agreement.

Casual Employee - Vacation Pay

Casual Employees shall earn four percent (4%) for years 1 – 5 calculated from the employee's first date of hire, six percent (6%) in after years five (5) unless there has been a gap of more than three (3) months between dates on which the Casual Employee has worked at the Child Care ("gap"), in which case the years shall be calculated from the Casual Employee's first date of work after the most recent gap.

3.04 Work of the Bargaining Unit

Work within the bargaining unit may be performed by supply staff pursuant to 3.02 d, or a Supervisor or Manager for the purpose of training or evaluating employees or as may periodically be required in order for the Employer to maintain legislated class ratios or is where otherwise mutually agreed by the parties. The Centre shall not use a Supervisor, Manager or Persons above the rank of Manager (which for clarification includes the position of Director and Assistant Director) to avoid posting a vacancy for a bargaining unit position or recalling a laid-off bargaining unit employee.

3.05 No Other Agreements, Strikes or Lock-outs

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

There shall be no strikes or lockouts contrary to the provisions of the Ontario Labour Relations Act.

ARTICLE 4 – NO DISCRIMINATION

4.01 Human Rights Code

The Union and the Employer agree that neither shall discriminate in the employment or in the administration of this Collective Agreement in a manner that violates the *Ontario Human Rights Code*.

4.02 Ontario Labour Relations Act

The Union and the Employer agree that neither shall take any action against any employee that contravenes the *Ontario Labour Relations Act*.

4.03 Harassment contrary to Ontario Occupational Health & Safety Act

The Union and the Child Care agree that neither the Child Care nor any employees of the Child Care shall engage in harassment contrary to the *Occupational Health and Safety Act* or regulations under that statute (OHSA). The Union and the Child Care shall cooperate in an effort to resolve a complaint raised by a member of the

bargaining unit, which alleges harassment contrary to the OHSA by another member of the bargaining unit or another Employee of the Child Care.

ARTICLE 5 – UNION MEMBERSHIP

5.01 The Centre and the Union agree that there will be no intimidation, discrimination, interference, restriction, or coercion exercised or practiced by either of them or their representatives because of any employee's membership or non-membership in the Union or because of their activity or lack of activity in the affairs of Union.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from the wages of every bargaining unit employee any dues, assessments and initiation fees ("Union Deductions") for remittance to the Union in accordance with this Collective Agreement in such amount as the union shall communicate to the Employer in writing.

6.02 Union Deductions

Union 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 fifteenth (15) day following the end of the month, accompanied by a list of the names and classifications of employees from whose wages the Union Deductions have been made.

6.03 Dues Receipts

The cumulative total of Union Deductions during a year for each bargaining unit employee shall be shown on annual income and tax reporting slips (currently known as T4 slips) issued to employees in accordance with the Income Tax Act.

6.04 Indemnity

The Union shall indemnify and save harmless the Employer and its agents/or employees acting on behalf of the Employer, from any claims, demands, action, or causes of acting arising out of or in any way connected with Union Deductions taken and remitted to the Union under this Collective Agreement.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Offers of Employment

An offer of employment for a bargaining unit position shall state that the terms and conditions of employment are governed by a Collective Agreement between the Union and the Employer.

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 Union and the Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, regarding the application or the interpretation of this Collective Agreement, shall pass to and from the Employer and the Union Steward.

A copy of any correspondence between the Employer and any employee in the bargaining unit pertaining to the interpretation or application of any part of this Agreement shall be forwarded to the Union Steward or other Union representative that the Union Steward designates in writing. Correspondence may be exchanged between the parties electronically via email.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Union will supply the Employer with a list of the names of the Union Steward, Alternate Steward (if any) and its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel and president of the Employer's Board of Directors.

9.02 Union Bargaining Committee

The Union Bargaining Committee shall include no more than two (2) members of the bargaining unit. The Union will advise the Employer in writing of the bargaining unit employees who are on the Union Bargaining Committee.

9.03 Representative of Canadian Union

The Union Steward (or Alternate Steward) shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer.

A Representative of CUPE Local Union 2484 (including a Representative of the Canadian Union of Public Employees or legal counsel to CUPE Local 2484 or the Canadian Union of Public Employees) may, upon providing reasonable notice to the Employer, make arrangements for access to the Employer premises at a mutually agreeable time in order to meet with Bargaining Unit Employees or the Employer for the purpose of discussing the administration or the implementation of this Collective Agreement or the negotiation of a renewal of this Collective Agreement.

9.04 Time Off for Collective Bargaining

While collective bargaining meetings will normally be held outside of normal working hours, the representative of the Union or the Union Bargaining Committee (up to a maximum of two employees), who is in the employ of the Employer ("Employed Committee Member"), shall have the right to attend bargaining meetings with the Employer held within normal operating hours and time spent by a Committee Member in attendance at such bargaining meetings shall not be considered time worked.

If, prior to conciliation, the Union and the Centre convene one or more collective bargaining meetings during normal working hours attended by Employed Committee Members ("Daytime Bargaining Meeting(s)"), the Centre will pay each of the Employed Committee Members their regular rate of pay for time they spend in attendance at the Daytime Bargaining Meeting(s) up to a cumulative maximum total of six (6) hours per Employed Committee Member. For clarification, the payment provision in this Article 9.04 does not apply to conciliation and mediation meetings convened after one party or the other has invoked the conciliation process under the Ontario Labour Relations Act.

9.05 Information for the Union for Collective Bargaining

After either party has given notice to bargain a renewal of this Collective agreement, the Centre shall, within 30 calendar days of receiving a written request from the Union, for the purpose of collective bargaining, send to the Union copies of the following documents if they have not previously been provided to the Union:

- a. Current wage grid, listing job classifications
- b. Job Descriptions
- c. Benefits booklets, summaries, forms that the Centre has received from the carrier that provide insured group benefits to eligible employees under this collective agreement.
- d. Most recent audited financial reports of the Employer.

- 9.06 Either the Centre's Supervisor or the Union's National or Local Representative may request in writing a quarterly Union-Management meeting to be held at a mutually convenient time to discuss matters arising in connection with the administration, interpretation or application of this Collective Agreement. The steward will be paid their regular wages for time in attendance at such meetings held during working hours for up to a maximum of one (1) meeting per quarter.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Definition of Grievance

A grievance shall be defined as any difference between the Parties arising out of the interpretation, application, or administration of this Collective Agreement. For clarification, this includes an alleged violation of Article 5 where the alleged violation falls under the Human Rights Code or the Occupational Health and Safety Act.

The purpose of the Grievance Procedure under this Collective Agreement is to promote the orderly and expeditious resolution of workplace disputes over the interpretation, application, or administration of this Collective Agreement.

10.02 Right to Representation

In a meeting with the Employer at any step of the grievance procedure (including Step 1), the grievor shall have the right to be represented by the Union.

10.03 Permission to Leave Work

A Steward (or Alternate Steward, as the case may be) may, with the permission of the Employer, leave their regular duties without loss of pay in order to represent an Employee at a meeting with the Employer during regular working hours.

The Steward (or Alternate Steward, as the case may be) shall at all times carry out their duties in a manner that allows the Employer to operate safely and within the legislated ratio requirements. If, due to safety concerns or in order to maintain legislated ratios, the Employer denies the Union Steward or Alternative Steward permission to leave their regular duties to attend a meeting, the Parties will cooperate in the re-scheduling of the meeting so it may be conducted expeditiously at a reasonable time with due regard for the safe operation of the Employer and the urgency of the matter giving rise to the meeting.

10.04 Settlements in Writing

The Parties will endeavour to resolve disputes through the grievance procedure. Where the parties reach a settlement of a grievance, at any step, the terms of the settlement shall be put in writing and signed by the Parties to the Collective Agreement.

10.05 Grievance Steps

Step 1 - Informal Discussion

Prior to initiating the grievance procedure at Step 2, a bargaining unit employee (in this article "Grievor") shall first informally bring the alleged violation of the Collective Agreement to the attention of the Employer's Supervisor.

Step 2 – Submission of Grievance in Writing

The Grievor may after seeking to raise the matter informally with the Supervisor at Step 1, above, submit the grievance in writing to their Steward or Alternate Steward. The Union will provide the Supervisor with the grievance in writing within thirty (30) calendar days of the meeting at Step 1.

The grievance submitted in writing shall state the relevant articles of the Collective Agreement, which are alleged to have been violated and the material facts alleged in support of the grievance.

The Parties will hold a Step-2 meeting within fifteen calendar (15) days after the Union has submitted the grievance to the Supervisor under this step.

Step 3 – Referral of Grievance by Union to Board of Directors

Failing settlement of the grievance at Step 2, the Union may, within fifteen (15) calendar days of the Step-2 meeting, submit the grievance in writing to the President of the Board of Directors. The Union's submission of the grievance to the President of the Board of Directors shall include a statement of the relevant issues for the Board to consider.

The Parties will endeavour to meet to discuss the grievance within fifteen (15) calendar days after date on which the grievance has been submitted under this Step 3.

The Employer shall provide its response to the grievance in writing within thirty (30) calendar days after the date it was submitted at Step 3.

10.06 Policy Grievance

In a matter of the application or interpretation of the Collective Agreement affecting the bargaining unit as a whole, either party may file a policy grievance starting at Step 3 of the Grievance Procedure.

A policy grievance shall be in writing and shall state the relevant articles of the Collective Agreement, which are alleged to have been violated, the material facts alleged in support of the grievance, and a concise statement of issues.

A policy grievance by the Union shall be submitted at Step 3 in writing by the Steward, Alternative Steward, Local 2484 Representative or National Representative to the Board of Directors.

A policy grievance by the Child Care shall be submitted at Step 3 in writing to Local 2484 Representative or National Representative.

A party's response to a policy grievance submitted at Step 3 is due in writing within thirty (30) calendar days after it was submitted.

10.07 Health and Safety Grievance

A grievance on behalf of one or more Employees who allege a violation of the Ontario Health and Safety Act, will be initiated by the Union at Step 3 of the grievance procedure.

10.08 Grievance on Layoffs and Recalls

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

10.09 Location of Meetings

Except where the parties otherwise agree they will hold meetings under the grievance procedure at the Employer if a required permit is available. If a permit to hold a meeting after regular hours is not available in a timely manner, the parties will cooperate in selecting a reasonable alternative venue for a grievance meeting.

10.10 Time Limits

The Parties agree that the time limits in this grievance procedure are to be taken seriously. The parties also agree that they may mutually agree in writing to shorten or lengthen the time limits for taking any step or providing any response under this grievance procedure.

10.11 Grievance Meetings – No Loss of Pay

Neither the grievor nor the Union Steward (or alternate Steward) shall suffer any loss of pay or benefits for time spent during regular hours of operation to attend a meeting with the Employer at any step of the grievance procedure.

ARTICLE 11 – ARBITRATION

11.01 If a grievance arising from the interpretation, administration or alleged violation of this Collective Agreement has not been settled or withdrawn, either party may, within

30 days after the Employer's response at Step 3 of the Grievance procedure, give written notice to the other party of its intention to refer the matter to arbitration before a single arbitrator under this Collective Agreement.

- 11.02 A grievance shall be deemed to have been abandoned if a party has not delivered timely notice of its intention to arbitrate under this Collective Agreement.
- 11.03 After delivery of a notice to arbitrate has been delivered under Article 11.01, the parties shall endeavour to appoint a mutually acceptable arbitrator within 30 days.
- 11.04 If the parties cannot agree to the appointment of the arbitrator within 30 days after delivery of a notice to arbitrate a grievance under Article 12.01, either party may apply to the Minister of Labour to appoint a single arbitrator.
- 11.05 At any time prior to the commencement of a grievance arbitration hearing, the parties may attempt a mediated settlement of a grievance with the assistance of a mutually agreeable mediator.
- 11.06 If the parties have not settled the grievance, the arbitrator appointed under this agreement shall hear the grievance and shall render a decision to uphold or to dismiss the grievance.
- 11.07 The arbitrator's decision shall be final and binding.
- 11.08 The parties shall share equally the expense of the arbitration – meaning the fees and charges of the arbitrator. Each party shall be responsible for their own costs of the arbitration, including the cost of witnesses.
- 11.09 The parties agree that the time limits of the grievance procedure and this article shall be binding, unless the parties have agreed in writing to extend the time limits.
- 11.10 An arbitrator under this Collective Agreement shall have no authority to add to, subtract from or modify this Collective Agreement in any way, or to render a decision that is inconsistent with this Collective Agreement.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Burden of Proof

The Employer may impose discipline where there is just cause. In cases of discipline up to and including disciplinary discharge, the burden of proof of just cause shall rest with the Employer.

12.02 Verbal/Written Warnings and Suspension

The Employer shall follow a progressive discipline policy.

A record of disciplinary action, including verbal warning, shall be in writing and placed in the employee's file within twenty (20) calendar days of the alleged incident giving rise to the disciplinary action unless the Employer has notified the employee in writing that a situation remains under review or investigation in which case the record of disciplinary action will be issued after the conclusion of the review or investigation as the case may be. The Employer shall provide the affected employee with a copy of the disciplinary record being placed in their file.

The disciplinary warning or suspension shall include the reasons for the discipline.

12.03 Work Performance (After Probation)

The Employer agrees to use progressive discipline to address workplace performance issues, after a verbal warning advising an Employee who has passed probation that there is a concern regarding their work. Where work performance of an Employee who has passed probation does not meet acceptable standards, the Employer may dismiss the Employee for cause, provided it has first given the Employee written notice of the deficiencies in their work performance, allowed remedial period of up to three (3) months to rectify the deficiencies, imposed a served or unserved-suspension, and issued a clear written warning that failure to rectify the deficient work performance will result in the termination of their employment for cause.

Written notice of deficiencies shall include expected standards of work performance, which the Employer requires.

The duration of the remedial period of up to three (3) months shall be reasonably established by the Employer depending on the nature and severity of the work performance issues in question.

For clarification, where the Employer has issued notice of an unserved suspension to the employee, the employee shall be paid their wages for time worked during the unserved suspension in accordance with the provisions of the Collective Agreement.

12.04 Copy of Discipline to Steward

The Employer will provide a copy of the disciplinary record to the Steward, Alternate Steward or Union Representative from Local 2484 or Union National Representative ("Union Representation").

12.05 Steward Representation

Subject always to the safe operation of the Employer, an Employee shall have the right to have their Union Steward or Alternate Steward present at any meeting with representative(s) of the Employer, in which the matter under investigation or discussion may become the subject of disciplinary action. If for reasons of safety neither the Union Steward nor the Alternative Steward are available to attend a meeting under this sub-article, the parties may reschedule the meeting to another time or the Employer may as an alternative invite a coordinator from CUPE Local 2484 or CUPE National representative to attend.

12.06 Meetings

Subject always to the safe operation of the Employer, where the Supervisor or other Employer representative intends to meet an Employee for the purpose of an investigation or for the consideration or imposition of disciplinary action, the Assistant Supervisor or Supervisor or their designate shall notify the Employee of the meeting in advance so that they may request the attendance of the Steward (or the Alternate Steward) at the meeting. The Child Care will schedule the meeting under this article at a time when safety considerations do not prevent the attendance of the Steward or Alternate Steward.

12.07 Access to Personnel File

At reasonable intervals, an Employee may request to inspect the contents of their personnel file in the presence of the Supervisor during normal hours of operation at a reasonable time that does not interfere with the normal and safe operation of the Child Care.

12.08 Disciplinary Records

Disciplinary records will not be considered for the purpose of the imposition of subsequent or progressive discipline against an Employee, if the Employee's record remains free from discipline during following eighteen (18) months. Upon the employee's request in writing, the employer shall remove from the employee's file any record of discipline that shall not be considered under this Article for the purpose of subsequent or progressive discipline against the employee, except where the discipline dealt with matters of child safety in which case the record shall upon the employee's written request be placed in a separate envelope.

12.09 Lesser Standards of Just Cause – Probationary Employees

The parties agree a lesser standard of just cause for dismissal shall apply to probationary employees. The Employer shall have just cause to release a probationary employee at any time during the probationary period from their employment with the

Employer where the Employer has determined in good faith that work performance, conduct, misconduct or omissions of the probationary employee renders that Employee unsuitable for ongoing employment with the Employer.

ARTICLE 13 - SENIORITY

13.01 Seniority

Seniority in this Collective Agreement for a Full time or Part-time Employee is defined as the length of service in the employ of the Employer calculated from the employee's most recent date of hire as a Full time or Part-time Employee who has passed probation.

A Temporary Employee shall not be considered a seniority employee. However, if a Temporary employee who has past probation successfully posts and is appointed to a position as a Full time or Part-time Employee, the seniority date for the that employee shall be the employee's last date of hire as a Temporary employee.

A Casual Employee shall not be considered a seniority employee. If a Casual Employee successfully posts for, is appointed to and passes probation in Full- time or Part-time position, their seniority date shall be the date on which they were appointed to that Full-time or Part Time position.

13.02 Seniority List

The Employer shall maintain a seniority list showing the seniority date for Full time and Part-time Employees established under Article 13.01 ~~14.01~~. An up-to-date seniority list shall be sent to the Union and posted within the Child Care Centre in January of each year.

13.03 Probation for Newly Hired Employees and Criminal Reference Checks

A newly hired Full-time, Part-time or Temporary employee shall be on probation for a period of six (6) months from the most recent date of hiring during which time the Employer shall assess the employee's suitability for ongoing employment. Days worked need not be consecutive for purposes of calculating the period of probation.

The Employer may provide a written evaluation to the probationary employee identifying any concerns or goals for the probationary employee during the period of probation. The Employer will have a formal meeting within two weeks of providing the written report, if the probationary employee requests it.

After completion of the probationary period, seniority shall be effective from the most recent date of hiring a Full-time or Part-time Employee.

All employment at the Child Care is conditional upon the Employee consenting to a criminal reference inquiry and receiving a satisfactory criminal reference report and vulnerable sector screening.

13.04 Loss of Seniority

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

- a) voluntarily leave the employment of the Employer;
- b) are discharged for just cause;
- c) are absent from work for more than three (3) working days without prior notification to the Employer;
- d) fail to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to his last listed address with the Employer;
- e) fail to return to work upon conclusion of a leave of absence unless their failure to return is for reasonable cause;
- f) fail to take a medical examination as may be required by legislation;
- g) are not recalled to work within the twelve (12) month period after their layoff;
- h) have been absent due to illness or injury for a period of twenty-four (24) months or longer and are unlikely in the reasonably foreseeable future to be able to carry out the essential duties of their position with reasonable accommodation.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 When the Employer has declared a vacancy occurs or the creation of a new position, the Employer shall promptly notify the Union in writing and post notice of the position on a bulletin board for a minimum of one (1) week. The Employer may advertise the position after it has been posted on the bulletin board for one (1) week. The Employer shall attempt to fill the vacant position within eight (8) weeks after it has been posted.

14.02 Information in Postings

Job postings shall contain the following information: Nature of position, qualifications, required knowledge and education, desired experience, skills, and salary rate or range. All Job Postings shall state "This position is open to applicants of all genders."

14.03 Consideration of Internal Applicants

Outside applications for any advertised vacancy shall not be considered until after the Employer has posted vacant or new positions in accordance with this article and has given consideration to applications from a member of the bargaining unit.

14.04 Role of Seniority in Promotions and Transfers

Where there are two or more applicants for a posted vacancy and where the qualifications, skill and ability of some or all of the applicants are relatively equal, the Employer shall offer the position to the applicant with the most seniority.

14.05 Trial Period

If the successful candidate is an existing Full-time or Part-time Employee or Temporary Employee, they shall be provided a three (3) month trial period. The Union and the Employer may agree to extend the trial period under this article. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification they shall be returned to their former position, wage rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, (and in the case of Full-time or Part-time Employees, without loss of seniority).

14.06 Notification

The Employer shall notify the Union and the successful candidate to be offered a position promptly within one (1) week after making its decision. The Employer shall also post the name of the successful candidate on the bulletin board within a week after they have accepted the posted position.

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a lack of work, reduction in the work force or a reduction in the regular hours of work as defined in the collective agreement.

15.02 Role of Seniority in Layoffs

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

Where senior qualified employees do not accept the layoff, employees shall be laid off in the reverse order of their seniority, always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Child Care and Early Years Act.

For Clarification, it is understood that if an ECE bumps to and ECA position in the event of a Layoff- the ECA rate shall apply to the employee in the position into which they have bumped.

15.03 Recall Procedures

Employees shall be recalled in order of their seniority – most senior first.

15.04 No New Employees

New employees shall not be hired into a position of a laid-off employee until the laid off employee has been offered to be recalled.

15.05 Advance Notice of Layoff

Unless legislation is more favorable to the employee, the Employer shall notify in writing Full-time and Part-time Employees whom it plans to lay off indefinitely twenty (20) calendar days prior to the effective date of layoff. If the Employer provides a shorter notice of lay off under this sub-article, it shall pay the Full-time or Part-time Employee (as the case may be) an amount equal to the wages they would otherwise have earned during the balance of the twenty (20) calendar days, calculated on their average weekly earnings during the 12-week period immediately prior to the date on which the Centre provided the Full-time or Part-time employee notice of lay off under this sub-Article.

For clarification, the above notice requirement shall not apply in circumstances of a temporary layoff occurring for reasons beyond the Centre's control. In such circumstances, the Centre shall provide the affected employee(s) two (2) calendar days' notice or an amount equal to the pay (if any) that the affected employee would otherwise have been scheduled to earn during those two days.

For clarification, an employee who elects to take an indefinite lay off under Article 15.02, shall be entitled to notice or pay in lieu of notice as required under the Employment Standards Act, 2000.

In all other situations:

The Employer shall provide the affected employee notice of an involuntary indefinite layoff in accordance with the Employment Standards Act, 2000.

If the employee has not received notice as required by the Employment Standards Act, 2000, they shall be paid statutory termination pay calculated with reference to the notice period determined in accordance with the Employment Standards Act, 2000. A lay off will be considered indefinite under this article if it occurs due to a reduction in the number of children enrolled with the Employer or a re- organization of the staffing model of the Employer that is reasonably expected to last or does last more than thirteen (13) weeks.

ARTICLE 16 – HOURS OF WORK

16.01 Regular Weekly Hours

The regular weekly hours for Full-time Employees shall be up to thirty-five (35) hours per week.

16.02 Lunch Break

There shall be a one (1) hour unpaid meal break per work-day for Full-time Employees or an employee who is scheduled on a day to work a straight shift lasting seven (7) hours.

An employee who works a straight shift that lasts more than five (5) continuous hours but fewer than seven (7) hours on a given day shall be entitled to a half- hour unpaid meal-break on that day.

16.03 Working Schedule

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

16.04 Employees who work seven (7) hours in a straight shift on a given day, shall be given one (1) paid rest period of fifteen (15) minutes during their shift for that day, to be taken at a time scheduled by the Supervisor or Manager.

16.05 Personal Use Auto

Any employee who is requested to by the Employer use their personal vehicle for job related duties shall be reimbursed at a rate of fifty (50) cents per kilometer travelled to carry out work-related duties.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

All time worked in excess of the regular workday (before or after) or in excess of the regular work week shall be considered overtime.

For over-time worked in excess of 44 hours in a week, overtime pay or, if applicable, time off in lieu will be calculated at a rate of time and one half (1 ½) times the employee's regular rate of pay.

The Employer shall continue its established practice of providing lieu time to employees who remain on site after regular hours of operation for late pick-ups, rounded up to the closest quarter of an hour. There shall be a minimum of two (2) RECEs on site if care is required for children remaining at the Centre after 6:00 p.m. waiting for late pick-up.

17.02 Minimum Overtime

No employee shall be required to work overtime against their wishes if another qualified employee present at the Centre has volunteered and remains in order to perform the required work.

17.03 Time Off in Lieu of Overtime

Instead of over-time pay, an employee may choose to take time off at a time mutually agreed upon with the Employer in lieu of overtime pay to be calculated at the applicable rate.

Employee's overtime bank of time in lieu shall be capped at 14 hours at any given time. Employees shall take time off in lieu of overtime within ninety (90) days of the date on which the employee worked over-time unless bona fide operational requirements justify scheduling time of lieu to a later date. The Employer shall not unreasonably deny granting Employees' requests to take lieu time off when they have provided a written request at least two (2) weeks prior. And the employee shall not unreasonably object to the Employer scheduling lieu time for the employee if the employee has reached the maximum banked number of lieu time hours under this article.

17.04 Offering of Work/Hours

Part-time Employees shall inform the Employer in writing at the beginning of each month if they are available to work extra hours and if so the hours and days of the week of their availability.

Prior to offering additional scheduled hours to Casual Employees or supply staff, and subject to the bona fide operational considerations, the Employer shall offer additional scheduled hours to qualified Part-time Employees who have informed the Employer of their availability for the period in question. Where two or more employees are equally available at any given time, the opportunity to work additional scheduled hours will be offered to the employee with the most seniority.

For clarity, it is understood that this process is for short expected scheduled absences only (for example, paid leaves or schedule vacations), and does not in any way replace the requirement for the Employer to declare a vacancy and post a position in accordance with this Collective Agreement.

17.05 Staff Meetings

Staff meetings shall be held once a month. Where staff meetings are held outside normal working hours, employees who are required to attend the staff meeting shall be compensated for their time at the staff meeting in accordance with article 17.01 and 17.03.

ARTICLE 18 – HOLIDAYS

18.01 The Employer recognizes the following as paid public holidays:

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

An employee's pay for the above public holiday shall be calculated in accordance with the formula established from time to time under the Employment Standards Act, 2000 or successor legislation.

The Centre will shut down on December 24 or December 31 and it will pay Full- time and Part-time Employees and Temporary Employees calculated in the same way as pay for a public holiday.

Depending on its assessment of operational need, the Employer may shut down or schedule reduced hours of operation between December 27 and December 30. The Employer shall advise employees if it intends to shut down or reduce hours of operation during this period by October 30.

For clarification, employees may in any event submit a written request on or before December 1 to take unpaid time off, vacation time or use available lieu time between December 27 and December 30, inclusive, in a given year (“Holiday Time Off Request”). The Centre will grant a Holiday Time Off Request on or before December 10 unless it reasonably anticipates that the Centre will not otherwise be able to meet mandatory staff ratios for the days requested.

18.02 Compensation for Holidays on Saturday or Sunday

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

ARTICLE 19 – VACATIONS

19.01 Vacations

19.01.01 Full-time Employees will accrue vacation pay with vacation time off as follows:

Vacation Time Off	Duration of Employment
10 days per year	During the first 24 months of employment
15 days per year	After 2 years up to the end of the 5th year of employment
20 days per year	After 5 years up to the end of the 14th year of employment

Clarification: Vacation accrual percentages are the same for Part-time employees at 4%, 6% and 8% for the respective durations of employment as set out in the above

table. Vacation Time off (days) is pro-rated. If the employee works 4 days per week, they would have 8 days' vacation time off per year.

- 19.01.02 The vacation year shall be the calendar year. Vacation pay and vacation time off for an employee during a calendar year shall be pro-rated based on their most recent start date.
- 19.01.03 Bargaining Unit Employees are expected to take vacation time off during the year in which their vacation pay accrues. Employees may carry over up to three (3) days of vacation time off from one year to the next. Any vacation pay carried forward under this Article must be used within the first 4 months of the year in which the vacation pay accrued.
- 19.01.04 If an Employee does not schedule and take their accrued vacation time off in accordance with this Article, the Employer shall provide notice to the employee to schedule their vacation. If the Employee continues to not schedule vacation, the Employer may unilaterally schedule the Employee's vacation time off to correspond with unused vacation pay accrued by that employee during the prior year.
- 19.01.05 Vacation time off with pay for a Part-time Employee or a Bargaining Unit Employee who works part-time will be pro-rated to the employee's usual weekly hours of work.
- 19.01.06 Vacation pay for casual and temporary employees will be calculated on the applicable percentage based on years of employment as prescribed in the table above up to a maximum of 6% and will be issued with the employee's regular pay. Casual and temporary employees shall be deemed to have taken their vacation with pay at a time when they are not scheduled to work at the Centre.

19.02 Compensation for Holidays Falling Within Vacation Schedule

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

19.03 Accrued Unused/Over-used Vacation Pay on Termination

An employee whose employment with the Employer terminates for any reason shall (as applicable):

1. be entitled to payment of their unused vacation pay that the employee accrued up to the date on which their employee terminates to be issued with their final pay;
2. reimburse the Employer for vacation pay received but not yet accrued up to the date of termination by way of a deduction from their final pay.

19.04 Scheduling Vacations

- 19.04.01 An employee who wishes to take vacation time off shall submit a written request for approval of the Employer at least four (4) weeks in advance.
- 19.04.02 Requests for vacation time off that coincides with the "March School Break" shall be made between September 1 and September 30 in the prior year.
- 19.04.03 Employees who wish to request vacation during the months of July and August ("Summer Months"), shall submit their request to the Employer between March 1 and April 30 of that year. The Centre will post the vacation schedule on or before May 30 of that year.
- 19.04.04 The Employer may limit the number of vacation approvals at any one time.
- 19.04.05 One employee per classroom will be granted vacation approval for the same time. Where operational considerations reasonably permit, Employees shall be permitted to take a maximum of three (3) consecutive weeks' vacation, no more than three (3) employees will be granted vacation time off during the same week.
- 19.04.06 Employees shall not take vacation time off without the prior approval of the Employer.
- 19.04.07 Request for vacation time off outside March School Break and Summer Months will be considered by the Employer on a first-come/first served basis.
- 19.04.08 If there are simultaneously competing written vacation requests pending for the same or an overlapping period of time either during or outside Summer Months, the Employer will give first consideration to the vacation time off requests based on the seniority of the employees concerned – subject always to the operational needs of the Centre.

19.05 Hospitalization During Vacation

If an employee is admitted to hospital while on vacation, they may substitute any available paid personal/sick leave days for the days during which they are in hospital and receive an off-setting credit of vacation pay and vacation time off, to be requested and scheduled in accordance with this Article.

19.06 Vacation Records

An employee is entitled to be informed, upon request, of the balance of their unused accrued vacation pay.

19.07 Bereavement Leave during Vacation

Where an employee is entitled bereavement leave under this Collective Agreement during their period of vacation there shall be no deduction from vacation credits. The period of vacation displaced by a period of bereavement leave under this Collective Agreement shall be reinstated for future use.

ARTICLE 20 – LEAVE PROVISIONS

20.01 Sick/Personal Leave Credits

20.01.01 Full-time Employees who have passed probation shall accrue sick/personal leave credits at the rate of 1.25 days per full month equal to a regular day's pay (7.0 hours), which shall accumulate up to a maximum of fifteen (15) days' pay for a calendar year.

20.01.02 Part-time Employees who have passed probation shall similarly accrue sick/personal leave credits at the rate of 1.25 days per each full month, pro-rated to 3.5 hours per day, which shall accumulate up to a maximum of fifteen (15) days per calendar year.

20.01.03 If an employee is laid off or is granted an unpaid leave under this Collective Agreement, the employee will retain unused sick/personal leave credits for the balance of the year in which the credits accrued, but shall not accrue sick/personal leave credits while on lay off or on an unpaid leave.

20.01.04 Temporary Employees employed for less than three (3) months and Casual Employees shall not accrue personal leave credits under this Collective Agreement.

20.01.05 Sick/Personal leave credits shall not be carried over from one year to the next and have no value upon termination of employment for any reason.

20.01.06 An employee who is requesting or who has requested sick or personal leave shall inform the Employer of the nature or reason for the leave request.

20.01.07 Employees may use sick/personal leave credits to attend to the needs during illness of a member of their family or dependents (parent, child, husband/wife/common-law spouse).

20.01.08 Employees may be asked for and shall provide evidence reasonable in the circumstances to substantiate a leave requested under this Collective Agreement or in relation to a safe return to work following an absence due to illness or injury. Without limiting the foregoing, the Employer may request a certificate from a medical practitioner for any illness in excess of three (3) working days for the

same or similar reasons, certifying that they were unable to carry out their duties due to illness or injury.

Subject to the above, the parties agree that any employee shall not attend work and is not expected to attend work if ill or injured.

Where an employee is unable to report for work due to sickness or injury, they shall inform the centre in accordance with established practice by 2:00pm if at all reasonably possible in order that arrangements can be made for a replacement. With respect to the first day of an absence due to illness, if it is not feasible for the employee to inform the Centre by 2:00 p.m., they will inform the Centre as soon as possible, but in any event not later than 1 hour before the start of their scheduled shift.

20.01.09 An employee shall not be required to provide confidential information about themselves except and only to the extent reasonably necessary in order for the parties and the employee to address their respective obligations under the Human Rights Code, Employment Standards Act, 2000 and Occupational Health and Safety Act.

20.01.10 For clarification, employees may be asked for and shall provide information from their treating health professional of medical restrictions related to the duties of their position for the purpose of assessing workplace accommodation requested by the employee or suggested by the Employer.

20.02 Sick/Personal Leave Credit Records

The Employer will keep an up-to-date record of the unused sick/personal leave credits for Full-time and Part-time Employees and make that information available to employees at reasonable intervals upon request.

20.03 Workers' Compensation Plan

The Employer agrees to register under the Workplace Health and Safety Act and employees shall be covered in accordance with the legislation. An employee who has suffered a lost time compensable injury shall be entitled to reinstatement in accordance with the provisions of the Workplace Safety and Insurance Act.

20.04 Medical Forms or Certificates

An employee shall cooperate in requesting and obtaining a detailed report from their treating health professional requested by the Employer under this Collective Agreement for information on the employee's relevant medical restrictions. The Employer shall reimburse the employee the fee they have paid to their treating health professional for the report requested.

20.05 Benefits Premiums While On Leave

20.05.01 If an employee is due to an illness or injury unable to attend work in order to fulfill the essential duties of their position, and has exhausted all their available sick/personal leave credits they will be granted unpaid medical leave. Where the employee participates in group insurance plans, the Centre will cover the employee's group health premiums for of up to maximum of four (4) months. Thereafter the employee shall be responsible to reimburse the Centre for the cost of group health and medical premiums paid on the employee's behalf and shall do so on a monthly basis while on leave.

20.05.02 For clarification the employees shall at all times be responsible to reimburse the cost of disability premiums paid on behalf of the employee on unpaid sick leave and shall do so on a monthly basis while on leave.

20.05.03 In any other situation where an employee who participates in the Centre's group insured benefits plans starts an unpaid leave, they shall be responsible to reimburse the Centre for all insured group premium costs that it has incurred to the insurance carrier on behalf of the employee and shall do so on a monthly basis while on leave.

20.05.04 Continued coverage for an employee on leave remains subject to approval of the insurance carrier and the applicable provisions of the group insurance plans.

20.05.05 The employee shall not be responsible to reimburse the Centre for costs of group insurance coverage if the employee elects in writing at the start of their leave to discontinue their coverage under the group insured benefits plans.

20.06 Use Personal Leave Credits for Appointments

Employees may request time off and use available sick/personal leave credits for the purpose of attending a scheduled appointment with a registered health professional or dentist. Employees shall request time off for Health Appointments promptly after the appointment has been scheduled.

ARTICLE 21 – OTHER LEAVES OF ABSENCE

21.01 Leaves With Full or Partial Pay

21.01.01 Paid Bereavement Leave

A Full-time employee, Part-time employee and a Temporary Employee shall be granted a maximum of five (5) regularly scheduled consecutive work days as bereavement leave, without loss of pay or benefits, in the case of death of a

parent, wife, husband, common-law-spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other relation eligible for bereavement under the *Employment Standards Act, 2000*.

21.01.02 Citizenship Day Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons: Canadian Citizenship hearing: One (1) day.

21.01.03 Leave due to Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall, upon request, receive an immediate leave of absence in the event that a known or suspected case of German measles or any other infectious disease or condition known to be harmful to pregnancy occurs in the Child Care Centre. This leave shall continue until risk of infection due to the disease or condition ceases-to exist. The Employer shall continue to pay the employee's wages and benefits for a period of up to one (1) week where the employee takes a leave under this sub-article. The employee shall upon request produce a doctor's certificate stating that the disease is harmful to pregnancy or that in their opinion the risk of infection or harm to the pregnancy has ceased.

21.02 Statutory Leaves

21.02.01 Pregnancy, Parental and Adoption Leave

Employees shall be entitled to unpaid pregnancy parental and adoption leave in accordance with the *Employment Standards Act, 2000*.

For clarification, seniority will accrue for Full-time and Part-time employees while on pregnancy and parental leave.

21.02.02 Other Statutory Leaves

Employees shall be entitled to leaves that are prescribed Employment Standards Act, 2000, in accordance with the provisions of the Employment Standards Act, 2000 and its Regulations in force as of the date on which this Collective Agreement is ratified. For clarification, seniority will accrue for Full-time and Part-time employees while on a statutory leave.

For ease of reference those leave are referenced below:

- Family Medical Leave
- Organ Donor Leave
- Critical Illness Leave

- Child Death Leave
- Crime Related Child Disappearance Leave
- Emergencies and Declared Emergencies Leave
- Reservist Leave
- Sick Leave
- Family Responsibility Leave
- Bereavement Leave
- Domestic or Sexual Violence Leave

Where an employee is entitled to paid leave under an article of this Collective Agreement falls for reasons that give rise to an unpaid leave under the Employment Standards Act, 2000, the employee may take the balance of their leave as unpaid in accordance with the *Employment Standards Act 2000*.

For example, where:

A Full-time or Part-time employee has exhausted or elects not to use all their available paid sick/and personal leave credits under Article 20.01 of this Collective Agreement, they shall be entitled to unpaid Sick Leave and Family Responsibility under the *Employment Standards Act, 2000*. An employee has exhausted all their paid bereavement leave under Article 21.01 of this Collective Agreement, they shall be entitled to unpaid bereavement leave under the Employment Standards Act, 2000.

An employee has exhausted their paid leave Due to Disease under Article 21.01.03 of this Collective Agreement, they shall be entitled to unpaid sick leave under the Employment Standards Act, 2000.

For clarification, the entitlements to Domestic or Sexual Violence Leave under the Employment Standards Act, 2000 are in addition to paid sick/personal leave provisions for Full and Part-time Employees.

21.03 Other Leaves

21.03.01 Leave of Absence for Union Functions

Upon two (2) weeks written notice to the Employer, an employee elected or appointed to represent the Union at conventions or conferences shall be allowed a leave of absence without pay but with benefits. Such leaves shall be limited to

a total of fifteen (15) working days per calendar year. Where requested by the CUPE 2484 in writing, the Employer shall pay the Employee their regular wages for the duration of the leave under this sub-article and CUPE 2484 shall reimburse the Employer for the wages it has paid to the employee in accordance with the CUPE 2484's written request.

21.03.02 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or is summonsed to serve as a witness in any court. The Centre agrees to pay the Full and Part-time Employees an amount equal to their regular wages for up to a maximum of five (5) days for those days the employee is actually in attendance at court serving as a juror or a summonsed witness, less the sum the employee has received to serve as a juror or witness. To qualify for payment under this Article, the Full or Part-time Employee (as the case may be) shall provide the Centre with a true copy of the jury notice or summons received (as the case may be) and the Full or Part-time Employee shall inform the Centre immediately upon being released from jury service or witness duty.

21.03.03 Education and Professional Leaves – Full time and Part-time Employees Full-time or Part-time employees have the right to take up to eight (8) weeks unpaid leave of absence for the purpose of attending a work-placement that is necessary for the employee to complete requirement to attain a designation as a Registered Early Childhood Educator. The parties agree that the employee and the Employer shall deal with the paperwork associated with an employee's request under this Article prudently in a reasonable time-frame.

21.04 Possible Changes to the ESA

If the leave provisions of *Employment Standard Act, 2000* are amended or replaced during the term of this Collective Agreement and the amended or replacement legislation provides for better entitlements for employees than those contained in this Collective Agreement, the provisions of the amended or replacement legislation shall apply in place of (and not in addition to) the provisions in this Collective Agreement if the circumstances giving rise either to a leave under this Collective Agreement or a leave under the amended or replacement legislation or both.

If the leave provisions of the *Employment Standards Act, 2000* are amended or replaced during the term of this Collective Agreement and the amended or replaced legislation provides for fewer entitlements for employees than those contained in this Collective Agreement, the provisions of this Collective Agreement shall remain in place and shall continue to apply during balance of the term of this Collective Agreement.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Roll Cycle

The Employer shall pay wages every second Thursday 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, hours, overtime and other supplementary pay and deductions.

22.02 Performing Duties of a Higher Rated Position or Designate/In Charge Duties

(a) Whenever an employee is assigned to work in a higher rated Bargaining Unit Classification, they shall be paid the minimum of the hourly rate for the position of the higher classification for all time worked in the higher rated classification.

(b) Rate of Pay for the Designate/In Charge

All RECEs employed at the Centre may be called upon as need be to serve as Designate-in-Charge to carry out functions required under the Child

Care Early Years Act when the Supervisor or Manager are not present at the Centre.

Where the situation reasonably permits, the Centre will appoint the RECE on site as Designate-in-Charge based on seniority where the employee is qualified and is regularly schedule present at the Centre when the need arises.

The designate shall remain in their room and continue to perform their normal duties, except as is necessary in the circumstances to attend to duties as Designate-in-Charge as required under the Child Care Early Years Act.

The Employee who is appointed to as Designate-in-Charge for a period of more than two (2) hours, will receive premium pay of one two dollar (\$2.00) per hour for the time during which they are appointed as Designate-in-Charge.

22.03 Professional Development

Full-time and Part-Time Employees shall be entitled to up to three (3) paid days leave of absence per year for professional development relevant to the employee's position and subject to the Employer's prior approval. The Employer shall pay all reasonable costs of an approved professional development workshop, conference, seminar or other program, up to a maximum of \$300 per calendar year per Full-time or Part-time Employee.

22.04 Out of Pocket Expenses and Program expenses

Employees will be reimbursed for reasonable expenses incurred on behalf of the Centre if they have received prior approval from the Supervisor or Manager to incur the expense.

22.05 Pay on Transfer - Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their wage rate shall not be reduced.

22.06 Provincial Wage Enhancement Payments

The Employer shall distribute the Provincial Wage Enhancement (PWE) grant funds received as per the schedule prescribed by the City of Toronto, and shall provide to each Employee a breakdown of the number of hours for which the grant is being paid.

ARTICLE 23 – EMPLOYEE BENEFIT PLANS

23.01 After three (3) months of employment, Full-time Employees and Temporary Employees who regularly work 25 hours per week or more, and part time employees who regularly work twenty (20) hours or more, will be eligible to participate in the group insured benefits plan or plans that the Employer makes generally available to those employees who regularly work 20 hours per week or more.

The insured group benefits plan or plans shall provide substantially the same benefits coverage as listed in Community Services Benefits Trust Plan Booklet, effective July 1, 2016.

The Employer may change benefits plan carrier or carriers from time to time.

The parties agree that the premium cost for the insured group benefits plans shared as follows: Employer pays 100% of the premiums for group health and medical insurance for eligible employees. Eligible employees pay 100% of the premiums for group insured Long Term Disability insurance. Benefits available under the applicable plan shall be determined by the plan carrier. The Employer shall be responsible only for making its premium contributions as required under the respective provisions of the applicable group benefits plan.

23.02 First Aid CPR

The Employer will cover the cost of First Aid and CPR which is required by the Child and Family Years Act and staff will be given lieu time for the time spent participating in the workshop required for mandatory First Aid and CPR training. It

is understood that time off to attend a workshop under this article on a week-day shall be arranged sufficiently in advance with the Centre's director to ensure alternative coverage will be in place for the Centre to maintain ratio requirements.

23.03 Criminal and Vulnerable Sector Check

The Employer will pay the fee charged by the Toronto Police Service to obtain the initial criminal reference with vulnerable sector screening, as the case may be) for a probationary employee. The Employer may require fresh criminal reference check for with vulnerable sector screening for all employees at reasonable intervals or when required by legislation.

ARTICLE 24 – HEALTH AND SAFETY

24.01 Co-operation on Safety

The Union and the Employer shall co-operate in establishing a joint health and safety committee under Occupational Health and Safety Act, as may be amended from time to time ("OHSA").

24.02 Safety Equipment

The Employer shall provide Employees with protective equipment as may be required to meet its obligations under OHSA.

24.03 Right to Refuse and No Reprisal

The Employer shall not discipline a Bargaining Unit Employee who has engaged in a lawful work refusal in accordance with the OHSA.

24.04 Health and Safety Committee Participation

Members of the Child Care's health and safety committee shall be allowed, upon request to the Child Care's supervisor or manager, to accompany an inspector from the Ministry of Labour who is attending at the Child Care in order to investigate a health and safety concern under the OHSA, unless the supervisor reasonably determines that leaving allowing the committee- member to leave their regular duties would put the health and safety of children at the Child Care at risk or leave staff-child under the ratio dictated by statute or regulation.

24.05 Injury Pay Provision

An Employee who is injured during working hours and is required to leave for treatment as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift.

24.06 Transportation of Injured Employee

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

ARTICLE 25 – JOB SECURITY

25.01 Employer agrees that it will not contract out work to any other plant, person, company or non-unit employee to avoid posting a vacancy for a position in the bargaining unit.

ARTICLE 26 – PROGRAM TIME

26.01 Each Full-time employee shall receive on average (2.5) hours per week as programming time during their normal working hours, on schedules established by the Supervisor/Manager from time to time.

Employees shall use programming time to do research, prepare and develop program plans, and/or to complete other work related to employees' job duties. If the Employer provides an employee with a special assignment with respect to program-related activities, the Employer shall approve and provide the time reasonably necessary for the employee to complete the assignment.

If due to a vacancy for an RECE position at the Centre, an employee is required to complete programming usually carried out by another employee for a given week, they shall be provided 2.5 hours programming time to carry out that responsibility. This time shall be scheduled in addition to the hours previously scheduled for that employee during that week.

26.02 The Centre shall close the working day before Labour Day for the purpose of providing all employees with setup/program preparation time.

26.03 Employees will be scheduled for a half-day off with pay in June and shall use the time off in order to plan and prepare programming for the summer months. Pay for the half-day off shall be 50% of the employee's regular pay for a regular day, up to a maximum of 4 hours pay.

ARTICLE 27 – GENERAL CONDITIONS

27.01 Bulletin Boards

The Employer shall provide a bulletin board 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.

27.02 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of reference on written request of the employee setting out the employee's former length of service and position(s) held. The employee's written request shall constitute the employee's consent for the Employer to issue the letter of reference.

27.03 Transfer of Employees

Employees will not be transferred to work with a different group of children in an arbitrary manner.

27.04 RECE License Renewals

Employees who are licensed as Early Childhood Educators are responsible to provide the Employer with timely written or electronic confirmation from College of Early Childhood Educators of the annual renewal and good standing of their licence with the College of Early Childhood Educators ("Confirmation"). Employees who have not done so may be suspended without pay until such time they have proved the Employer the Confirmation.

ARTICLE 28 – GENERAL

28.01 Plural or Feminine Terms May Apply

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

ARTICLE 29 – TERM OF AGREEMENT

29.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31, in any year that it desires its termination or amendment.

29.02 Bargaining Committee Meetings

After a party has delivered a timely written notice to terminate or negotiate a renewal of this Collective Agreement, either party may request in writing a bargaining meeting to be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request made under this article.

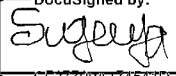
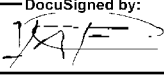
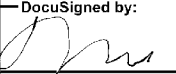
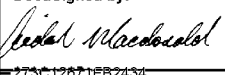
29.03 Changes in Agreement

Subject to the provision of the Labour Relations Act, the parties may amend this agreement in writing if they mutually agree to do so.

Dated as of _____ and executed on the dates set out below:

For the Union

For the Employer

Signature	Date	Signature	Date
DocuSigned by:  CF27799A174541D...	7/10/2023	DocuSigned by:  148633BC19894C6...	7/31/2023
DocuSigned by:  08A299A3A01148A...	7/14/2023	DocuSigned by: Kristy Wellwood BCC87917B9A1420...	8/3/2023
DocuSigned by:  273C12671FB2434...	7/10/2023		

SCHEDULE "A" – WAGE GRID

SELWYN COMMUNITY CHILDCARE CENTRE

2022 through 2025

						Step Level	Annual Increase from 2021
						Percent 1.50%	8%
		Level 1 (0-2yrs)	Level 2 (3-4yrs)	Level 3 (5-6yrs)	Level 4 (7+yrs)		
Salary Grid : 2022							
Early Childhood Educator - RECE	Hourly	\$22.47	\$22.81	\$23.15	\$23.50		
Assistant Teacher - ECA	Hourly	\$19.80	\$20.09	\$20.40	\$20.70		
Casual RECE	Hourly	\$21.70	\$22.03	\$22.36	\$22.70		
Casual ECA	Hourly	\$16.93	\$17.18	\$17.44	\$17.70		

SELWYN COMMUNITY CHILDCARE CENTRE					Step Level	Annual Increase
					Percent	4%
					1.50%	
		Level 1	Level 2	Level 3	Level 4	
		(0-2yrs)	(3-4yrs)	(5-6yrs)	(7+yrs)	
Salary Grid : 2023						
Early Childhood Educator - RECE	Hourly	\$23.37	\$23.72	\$24.08	\$24.44	
Assistant Teacher - ECA	Hourly	\$20.59	\$20.90	\$21.21	\$21.53	
Casual RECE	Hourly	\$22.57	\$22.91	\$23.26	\$23.60	
Casual ECA	Hourly	\$17.60	\$17.87	\$18.13	\$18.41	

SELWYN COMMUNITY CHILDCARE CENTRE						Step Level	Annual Increase
						Percent 1.50%	3%
		Level 1 (0-2yrs)	Level 2 (3-4yrs)	Level 3 (5-6yrs)	Level 4 (7+yrs)		
Salary Grid : 2024							
Early Childhood Educator - RECE	Hourly	\$24.07	\$24.43	\$24.80	\$25.17		
Assistant Teacher - ECA	Hourly	\$21.21	\$21.53	\$21.85	\$22.18		
Casual RECE	Hourly	\$23.25	\$23.60	\$23.95	\$24.31		
Casual ECA	Hourly	\$18.13	\$18.40	\$18.68	\$18.96		

SELWYN COMMUNITY CHILDCARE CENTRE					Step Level	Annual Increase
					Percent 1.50%	3%
		Level 1 (0-2yrs)	Level 2 (3-4yrs)	Level 3 (5-6yrs)	Level 4 (7+yrs)	
Salary Grid : 2025						
Early Childhood Educator - RECE	Hourly	\$24.79	\$25.17	\$25.54	\$25.93	
Assistant Teacher - ECA	Hourly	\$21.84	\$22.17	\$22.50	\$22.84	
Casual RECE	Hourly	\$23.95	\$24.31	\$24.67	\$25.04	
Casual ECA	Hourly	\$18.67	\$18.95	\$19.24	\$19.53	

LETTER OF UNDERSTANDING 1

Between

Selwyn Community Child Care Centre

And

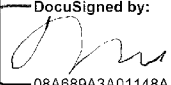
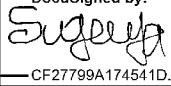
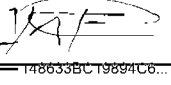
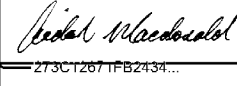
Canadian Union of Public Employees Local 2484-36

The Employer and the Union Agree that the names of Casual Employees employed by the Centre as of the date of ratification shall be placed on a roster listing the dates on which they first worked at the Centre ("Casual Roster"). The Centre currently has two (2) Casual Employees - Marissa Ramoutar, and Sean Guico. The Employer agrees to use its best efforts to maintain a roster of three (3) casual employees and to recruit additional Casual Employees if any of these Casual Employees cease to be employees of the Centre or post to another bargaining unit position at the Centre.

Signed this day of , at , ON

For the Union

For the Employer

Signature	Date	Signature	Date
DocuSigned by:  <small>08A689A3A01148A...</small>	7/14/2023	DocuSigned by: Kristy Wellwood <small>BCC87917B8A1120...</small>	8/3/2023
DocuSigned by:  <small>CF27799A174541D...</small>	7/10/2023	DocuSigned by:  <small>148633BC19894C6...</small>	7/31/2023
DocuSigned by:  <small>273C12671FB2434...</small>	7/10/2023		

LETTER OF UNDERSTANDING 2

Between

Selwyn Community Child Care Centre

And

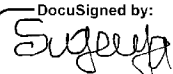
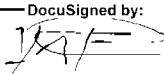
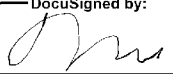
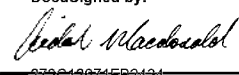
Canadian Union of Public Employees Local 2484-36

Casual Employees shall inform the Centre of their potential availability three weeks in advance so that the Employer knows who to canvass when extra work becomes available (subject to the provisions of 17.04).

Signed this ___ day of _____, at _____, ON

For the Union

For the Employer

Signature	Date	Signature	Date
DocuSigned by:  CF27799A174541D...	7/10/2023	DocuSigned by:  148633BC19894C6...	7/31/2023
DocuSigned by:  08A689A3A01148A...	7/14/2023	DocuSigned by: Kristy Wellwood BCC87917B9A1420...	8/3/2023
DocuSigned by:  273C12071FB2434...	7/10/2023		

LETTER OF UNDERSTANDING 3

Between

Selwyn Community Child Care Centre

And

Canadian Union of Public Employees Local 2484-36

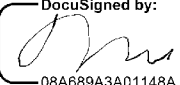
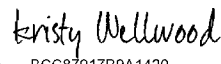
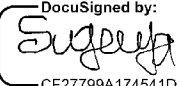
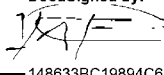
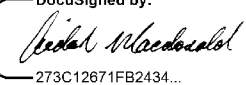
RE: UNUSED SICK/PERSONAL DAYS

If a Full-time or Part-time employee employed by the Centre as of December 31 of a given calendar year has not used all their accrued Sick/Personal Leave days for that year ("Unused Sick Personal/Days"), the Centre shall pay the employee the amount equal to their Unused Sick/Personal Days, calculated in accordance with Article 20.01.01 and 20.01.02, respectively. The Centre will make the above pay-out to the eligible Full-time or Part-time employee of their Unused Sick/Personal Days within thirty-one (31) calendar days after the end of the given year, less applicable statutory deductions. For clarification, in all other cases, the provisions of Article 20.01.05 shall continue to apply.

Signed this ___ day of _____, at _____, ON

For the Union

For the Employer

Signature	Date	Signature	Date
DocuSigned by:  08A689A3A01148A...	7/14/2023	DocuSigned by:  BCC87917B9A1420...	8/3/2023
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DocuSigned by:  273C12671FB2434...	7/10/2023		

LETTER OF UNDERSTANDING 4

Between

Selwyn Community Child Care Centre

And

Canadian Union of Public Employees Local 2484-36

RE: EDUCATIONAL UPGRADING

This LOU applies to a Full-time or Part-time employee of the Centre who voluntarily resigns from their employment with the Centre for the purpose of enrolling in a course of further education in an identified degree or diploma program with a community college or university ("Course"), enrolls in and successfully completes the Course. (Qualifying Former Employee").

If within thirty (30) months of the effective date of their resignation ("Resignation Date") the Centre has externally advertised a vacant position in the same classification in which the Former Qualifying Employee was employed as of the Resignation Date ("Same Position");

And if the Qualifying Former Employee subsequently, applies to a posted vacant position in the Same Position;

And if the Qualifying Former Employee is the successful candidate and accepts the job and is therefore rehired to fill the Same Position;

Upon their rehiring start date, the Qualifying Former Employee shall be placed at the same step of the pay grid that they occupied in the Same Position as of the date of their resignation.

In addition, the Qualifying Former Employee shall be reinstated to same duration of accumulated seniority that they held as of the Resignation Date ("Accumulated Seniority") and shall be assigned an adjusted seniority date, to be calculated by subtracting their Accumulated Seniority from the date upon which they were rehired.*

For clarification, where a Former Qualifying Employee is rehired into the Same Position, under the provisions of this LOU, they shall be regarded as having passed their probation.

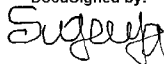
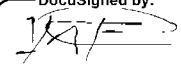
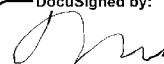
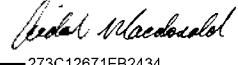
If a Qualifying Former Employee applies for and is the successful candidate for a vacant posted position that is not the Same Position, they shall be on probation in accordance with the provisions of the Collective Agreement. If they successfully complete their probation, they shall be assigned an adjusted seniority date to be calculated by subtracting their Accumulated Seniority from the date upon which they were rehired.

* Example: If the former qualifying employee had three years Accumulated Seniority were re-hired on January 1, 2023, their adjusted seniority date under this LOU would be January 1, 2020 for an employee hired for the Same Position and an employee who has passed probation in a different position.

Signed this Signed this _day of _____, at _____, ON

For the Union

For the Employer

Signature	Date	Signature	Date
DocuSigned by:  <small>CF27799A174641D...</small>	7/10/2023	DocuSigned by:  <small>148833BC18894C0...</small>	7/31/2023
DocuSigned by:  <small>08A689A3A1148A...</small>	7/14/2023	DocuSigned by: Kristy Wellwood <small>BCC87917B9A1420...</small>	8/3/2023
DocuSigned by:  <small>273C12671FB2434...</small>	7/10/2023		

hr/cope491
 Updated June 20, 2023