



COLLECTIVE AGREEMENT

Between:

MUSKOKA FAMILY FOCUS AND CHILDREN'S PLACE

and

***THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1813.07***

EXPIRY DATE OF AGREEMENT: March 31, 2026

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ARTICLE 1 – PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
 - (b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service and other matters mutually agreed to;
 - (c) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
 - (d) to maintain a high standard of care for children and promoting their intellectual, physical and emotional development;
 - (e) to encourage and promote co-operation and mutual support between employees, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for Early Learning Centres, parent education, and School Age Programs;
 - (f) to ensure comprehensive and coordinated child care and family resource services;
 - (g) to promote the use of non-adversarial approaches to the solution of problems.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the management of Muskoka Family Focus and Children's Place and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer, subject to the terms and provisions of this Agreement, to:
- (a) maintain order, discipline and efficiency;
 - (b) make or alter rules and regulations to be observed by employees, which are not in conflict with any provision of this collective agreement;
 - (c) direct the working forces in a manner consistent with this collective agreement;
 - (d) hire, promote, transfer, lay off, recall; and
 - (e) discipline, suspend or discharge for cause.

ARTICLE 3 – RECOGNITION

3.01 **Bargaining Unit**

- (a) The Employer recognizes the Canadian Union of Public Employees and its Local 1813 as the sole and collective bargaining agent for all employees of Muskoka Family Focus and Children’s Place, save and except supervisors, persons above the rank of supervisor, administrative support secretary and accounting clerk.
- (b) “Category I Employees” are bargaining unit employees who work providing direct care for children at one of the Employer’s licensed daycare facilities, but does not include cooks.
- (c) “Category II Employees” are bargaining unit employees who do not provide direct care for children and include cooks and general helpers.
- (d) The Employer and the Union recognize that employees working pursuant to a Child Care Program Assistance (CCPA) arrangement are not doing Bargaining Unit Work and are operating outside the Collective Agreement.

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. Except supervisors, as required by the Child Care and Early Years Act, 2014, and students whose academic course requires supervised field employment and training. No student employee shall displace a bargaining unit member.

3.03 **Definitions of Employees**

a) **Full-time Employees**

This Collective Agreement is fully applicable to all permanent full-time employees.

b) **Part-Time Employees**

This Collective Agreement is fully applicable to all permanent and part-time employees, with the exception of benefits for those employees who work less than eighteen (18) hours per week, unless otherwise specified.

c) **Relief Employees**

Relief employees are employees who are not pre-scheduled and don't have a guarantee of hours, nor do they have to guarantee any hours of work. They are called in to work in situations where it is not feasible or practical for staff to do the necessary hours. Relief employees have access to Articles 11 and 12 of the Collective Agreement.

d) Parent Education Facilitators

Parent Education Facilitators have the right to refuse or accept to facilitate workshops and shall be entitled to the same rights and benefits as Relief Employees as defined above. Further they are entitled to move through the salary scale as set out in Schedule A.

Definition of Employees

A part-time employee is a person employed by Muskoka Family Focus who regularly works less than the full-time hours specified in Article 17.

A temporary employee is one who is employed for a specific period in excess of two weeks, for example, to replace an employee who is ill or on leave of absence. The time period should not exceed six months or seven hundred and fifty hour (750) hours, whichever is greater, however this period may be extended upon mutual agreement and provided the temporary employee is entitled to all benefits, entitlement and seniority. For maternity leaves, temporary positions shall be filled for the duration of the leave.

3.04 **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.

ARTICLE 4 – NO DISCRIMINATION

4.01 The parties agree there shall be no discrimination or harassment by reason of any protected grounds as outlined in the Ontario Human Rights Code, R.S.O., 1990, c.H. 19. This does not apply where discrimination is justified on the basis of a bona fide occupational requirement.

4.02 The parties shall not discriminate against any employee on account of political beliefs or by reason of the employee's membership or activity in the Union.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 **Employees to be Members**

As a condition of employment, all employees of the Employer covered by this collective agreement must be members in good standing of the Union according to the Constitution and Bylaws of the Union. As a condition of employment, all new

employees who are members of the bargaining unit as defined in Article 3 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 During the term of this agreement, the Employer agrees to deduct from the pay of each employee in the Bargaining Unit, an amount equal to the regularly established dues of the Union. Deductions shall be made from each payment and shall be forwarded to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month following the month in which the deductions were made. The payment will be accompanied by a list of those employees from whom deductions have been made, and any changes in addresses and classifications of the employee concerned.
- 6.02 The Union agrees to keep the Employer harmless from any claims against it by an employee arising out of any deductions consistent with this article.
- 6.03 In preparing income tax T-4 slips for employees, the Employer shall include the amount of Union dues paid by the Employee during the tax year recorded.
- 6.04 The Union agrees to advise the Employer of the amount of dues to be collected initially and at least one month before any change in the amount of deduction.

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

7.01 **Potential & New 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 articles dealing with Union security and dues check off.

The Employer shall notify the Union of new hiring within two (2) weeks of any new employee's first day of work by providing a copy of the Employment Offer Letter. The Employer shall ensure that there is a space in each letter for a new hire to provide a phone number and email to the union should the employee choose to do so.

The Employer will make available and cover the cost of a paper copy of this Collective Agreement for all employees.

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.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence between the parties will be directed as follows:

To the Union: original to the unit chairman*

To the Employer: original to the designate representative of the Management Team.

8.02 Each party will ensure the other party is kept informed of the names and addresses of the persons holding the above positions.

*Senior Union representative/employee in the bargaining unit.

ARTICLE 9 – UNION MANAGEMENT BARGAINING RELATIONS

9.01 **Representation**

The Employer shall not bargain with or enter into any Agreement with an employee or groups of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

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

9.02 **Union Bargaining Committee**

The Union will advise the Employer of the three (3) Union members on the bargaining team.

9.03 **Function of Bargaining Team**

Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions may be referred by the Union bargaining team to the Employer for discussion.

9.04 **Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such 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.

9.05 **Meeting of Team**

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

9.06 **Time Off for Meetings**

Negotiation meetings shall take place during regular working hours. The Employer shall continue the existing practice of invoicing the Union.

9.07 The parties agree to establish a Labour Management Committee with the following provisions:

- The Committee shall meet the third Tuesday of February, May, September and December or at such intervals as mutually agreed upon.
- The Union shall be entitled to three representatives, one of whom shall be the Unit Chair and the other members attending as needed.
- The Union will endeavor to have not more than one representative from a location.
- All meetings shall be held during normal working hours and members who attend shall do so without loss of regular pay.
- A matter that is subject of a grievance shall not be discussed at the Committee.

9.08 Union officers shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances. Permission to leave work during working hours for such purposes shall be obtained from the immediate supervisor. Such permission shall not be unreasonable withheld. All time spent in performing such union duties shall be considered as time worked. Supervisors shall be permitted to perform bargaining unit work and Article 3.02 does not apply, during this time away from work.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

- 10.01 Where time frames allow, the Employer shall provide the Union executive with any recommendations the Employer intends to make to any level of government or any governmental body which may significantly affect the Employer or bargaining unit members.
- 10.02 Where time frames allow, the Union shall provide the Employer with any recommendations the Union intends to make to any level of government or any governmental body which may significantly affect the Employer or bargaining unit members.

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**

The Union shall endeavor to have a steward in Huntsville, Bracebridge and Gravenhurst. The Union shall notify the Employer in writing of these stewards and any changes to their representatives.

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 on a regular basis by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without previously notifying their supervisor. Time for steward duties shall be granted within the next working day if possible.

11.04 **Definition of Grievance**

It is mutually agreed that it is the spirit and intent of this article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

11.05 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is generally understood that an employee has no complaint or grievance until they, either directly or through the Union, has first given their Supervisor an opportunity to adjust the complaint. An employee will bring the matter to their Supervisor's attention within ten (10) working days of the circumstances giving rise to the complaint. The supervisor will provide a response within ten (10) working days of being notified of the complaint. Grievances must be submitted in writing and must state the details of the occurrence or decision being grieved, the article(s) of the Agreement claimed to have been violated and the remedy sought.

11.06 If the complaint remains unresolved, it may be taken up as a grievance in the following manner:

Step 1

The union may submit a written grievance signed by the employee or the union steward to the immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor will deliver their decision in writing within ten (10) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

Step 2

Within fourteen (14) calendar days following the decision in Step 1, the grievance may be submitted in writing to the Management Team of Muskoka Family Focus and the Grievance Committee who shall meet within fourteen (14) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. The purpose of the meeting shall be to facilitate a resolution of the grievance or otherwise clearly identify the issues in dispute. It is understood and agreed that a representative of the Canadian Union of Public Employees and the Grievor may be present at the meeting. It is further understood that the Employer may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered to the Union within the fourteen (14) calendar days following the date of such meeting. If the matter is not disposed of at such meeting, and if the Union wishes to proceed to arbitration, the Union shall, within fifteen (15) working days of the date of the answer given, deliver to the Employer a notice in writing stating that it wishes to take the matter to arbitration, the costs of which shall be equally paid by the Employer and the Union.

11.07 The parties may mutually agree to utilize the services of a Grievance Mediator, prior to arbitration, the costs of which shall be equally paid by the Employer and the Union.

11.08 The parties acknowledge the right to other arbitration processes pursuant to the Labour Relations Act.

11.09 **Discharge**

A claim by an employee, other than a probationary employee, that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Supervisor at Step 2 within ten (10) working days after the employee ceases to work for the Employer.

11.10 **Policy Grievance**

A Policy grievance may be submitted within ten (10) working days of the circumstances giving rise to the grievance. Such grievance shall commence at Step 2. A meeting between the representatives of the Employer and the Union shall be held within fourteen (14) working days of the presentation of the written grievance, or such longer period as may be mutually agreed upon to accommodate the parties. The answer will be given in writing within seven (7) working days of the meeting. If the matter is not disposed of at such meeting, and if the Union wishes to proceed to arbitration, the Union shall, within fifteen (15) working days of the date of the answer given, deliver to the Employer a notice in writing stating that it wishes to take the matter to arbitration, the costs of which shall be equally paid by the Employer and the Union.

11.11 Where it is determined at the time of filing that a grievance affects two or more employees; it shall be lodged as a group grievance and shall be presented to the Employer beginning at Step One of the grievance procedure.

Parties agree one employee shall be selected to attend all meetings on behalf of the group so identified. Any resolution reached shall be binding on the group as a whole.

11.12 It is important that time limits in this Collective Agreement are adhered to and such time limits may be extended by mutual agreement of the parties, in writing.

11.13 It is understood all responses in the grievance procedure will be given in writing by either party.

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

ARTICLE 12 – ARBITRATION

12.01 **Composition of Board of Arbitration**

When 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 appointees fail 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 make 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 attempt to 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. When 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) working days.

12.06 **Expenses of the Board**

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half of the fees and expenses of the chairperson.

12.07 **Amending of Time Limits**

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

- 12.08 The parties may agree to use a single arbitrator, the cost of which shall be borne equally by the parties.

When either party requests that a grievance be submitted to arbitration, using a sole arbitrator, they shall do so by registered mail to the other party of the agreement, including the name of the proposed arbitrator. The request to submit the matter to arbitration shall be made with ten (10) calendar days of receipt of the final answer in the grievance procedure.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 **Right to Have Steward Present**

An employee shall have the right to have the steward of the employee's choosing present at any discussion with representative(s) of the Employer which the employee believes might be the basis of disciplinary action. That steward, or another of the union's choosing, will be available to meet within one (1) week of the employee being contacted. 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 the steward to attend the interview.

13.02 **Adverse Report**

The record of an employee shall not be used against the employee at any time after eighteen (18) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, and unless an extension is mutually agreed to by the parties. Upon request of the employee, all disciplinary letters older than eighteen (18) months from date of issuance shall be removed from the employee's file.

13.03 **Warning**

Whenever the Employer or its authorized agent deem it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring the employee's work up to required standards by a given date, the Employer will present the censure in written form to the employee. If challenged by the employee, the Employer shall give written particulars of such censure to the Chief Steward of the Union within ten (10) working days.

13.04 **Access to Personnel File**

An employee shall have the right, upon reasonable notice, to have access to and review the employee's personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Employees shall have the right to grieve documentation on file if they were not previously notified of such documentation.

ARTICLE 14 – SENIORITY

14.01 **Seniority Defined (Type of Seniority Unit)**

Seniority is defined as the length of employment in the bargaining unit and shall be used in determining preference or priority for promotion, transfer, lay off, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis and shall be based on the last date of hire into the bargaining unit. Should there be more than one person hired into the bargaining unit on the same date, the order in which they are placed on the seniority list will be determined by their original start date and the amount of hours worked.

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, a copy provided to each employee, and posted within Muskoka Family Focus in January of each year.

14.03 **Probation for Newly Hired Employees**

(a) A newly hired permanent employee shall be on probation for a period of not less than six (6) months or seven hundred and fifty (750) hours, whichever is greater; but may not extend beyond one (1) year from the date of hiring. After three (3) months or three hundred and twenty-five (325) hours, whichever is greater, 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 only the rights and benefits of this Collective Agreement as specifically spelled out and/or afforded by legislation. After completion of the probationary period, seniority shall be effective from the original date of hire into the bargaining unit.

(b) Notwithstanding the above, it is the right of the Employer to determine whether an employee successfully completes the probationary period.

Therefore, probationary employees may be terminated provided that they are given an exit interview providing the reasons for the termination. Such interview will be done in the presence of a Union steward. The termination will be given with notice as required under *the Employment Standards Act*.

- (c) A temporary employee who is successful in becoming a permanent employee without a break in service, shall, after the successful completion of the probationary period, be awarded seniority back to the employee's original date of hire.

14.04 **Loss of Seniority**

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

14.05 An employee's seniority shall be terminated and the employees Rights under this Agreement forfeited for the following reasons:

- (a) The employee is discharged, quits, retires or resigns;
- (b) The employee fails to give notice of intent to work after recall with the time specified in this Agreement, or fails to return to work on the date specified for recall;
- (c) The employee fails to show up for work for three (3) consecutive days without notifying the Employer unless a reasonable explanation is provided.
- (d) The employee fails to return to work upon expiration of a leave of absence; or
- (e) The employee is laid off for a period of twenty -four (24) months or a period equal to the employee's seniority; whichever is less.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 **Job Postings**

The Employer shall make every effort to abide by the following time frames. When a 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. Employees shall apply to a posting in writing, stating relevant qualifications and experience. 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. All other positions shall be filled within eight (8) weeks after the initial posting date.

The Union shall be notified within seven (7) days of a position being filled. In the event that changes are made to a position during the posting period or within two

(2) weeks thereafter (i.e.. duties, hours of work, days of work, etc.), the position will be reposted internally, before being posted externally.

Note: Employees without access to a posting board may request to be notified of postings by e-mail or phone.

15.02 **Information in Postings**

Such notice shall contain the following information:

- nature of position
- qualifications
- required knowledge and education
- skills
- total hours per week and days of work, if known at the time of posting, and
- salary rate or range.

Such qualifications may not be established in an arbitrary or discriminatory manner. 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 present qualified employees who have applied, have been interviewed.

15.04 **Role of Seniority in Promotions and Transfers**

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service;
- (c) that for employees who apply for a position in the same classification seniority shall govern;
- (d) that for employees who apply for a position in a different classification in the same grouping or a promotion within the bargaining unit, seniority shall govern where the factors of skill, ability and qualifications are relatively equal.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment.

15.05 **Trial Period**

The successful applicant shall be notified within two (2) weeks following the end of the interview period. The employee shall be placed on trial for a period of four (4) months active employment. Conditional on satisfactory service, the employee shall be declared permanent after the period of four (4) months. In the event the

successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wages, salary 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, without loss of seniority. It is also understood the employee may also request a return to the previous position during this period.

15.06 **Stability of Employment**

Probationary Period

The parties recognize the importance of reasonable stability of employment in the service of clients. To encourage stability of employment, it is understood that a person must complete the probationary period before being eligible to apply for another position.

Trial Period

The successful applicant shall be placed on a trial for a period of one hundred and twenty (120) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one hundred and twenty (120) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themself unable to perform the duties of the new job classification, the employee shall be returned to their former position and salary without-loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

15.07 **Notification to Employee and Union**

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

15.08 All vacancies shall be posted prior to being offered externally.

No co-op programs or government incentive programs shall be considered in the event that front line staff are laid off.

NOTE: Employees shall not be entitled to bump into teaching positions if they do not have the qualifications required by the *Child Care and Early Years Act, 2014.*

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 **Definition of Layoff**

A layoff shall be defined as lack of work, reduction in the work force, or a permanent reduction in the regular hours of 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 in accordance with the Child Care and Early Years Act, 2014.

Permanent employees shall have the right to bump a junior employee provided they are qualified to perform the work required. Employees may only bump into a position of equal or lesser value of total annual regular wages calculated using Step 5 of the job classification according to Schedule A of the collective agreement.

All notices of lay-off shall be delivered to the employee in writing in person or via email or regular mail at last addresses provided by the employee. It is the responsibility of the employee to advise the Employer of current address and any changes thereto.

16.03 **Recall Procedure**

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 Child Care and Early Years Act, 2014, if required, is available.

An employee who fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless such failure is due to sickness or other just cause shall lose their seniority. It shall be the responsibility of the employee to keep the employer informed of their current address.

Notwithstanding these provisions of paragraph 2 above, an employee may choose to not return to work and instead be placed on unpaid leave of absence without loss of seniority.

16.04 **No New Employees**

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

16.05 **Advance Notice of Layoffs**

The Employer shall notify permanent employees who have completed probation and are to be laid off two (2) weeks prior to the effective date of layoff. The Employer shall provide the minimum notice required by the Employment Standards Act to probationary and temporary employees. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

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 Daily Hours**

The regular daily hours of work for full-time employees shall be seven (7) hours per day, exclusive of the lunch break.

17.02 **Regular Weekly Hours**

The regular weekly hours for full-time employees shall be thirty-five (35), Monday to Friday inclusive.

17.03 The Union and Employer recognize that some scheduling flexibility is necessary to ensure that the Employer fulfils its obligations pursuant to the Child Care and Early Years Act, 2014, and otherwise. To facilitate meeting these requirements, the parties agree that,

(a) Employees working at licensed daycare facilities will be entitled to one (1) hour unpaid lunch break every working day in accordance with present practice.

17.04 Full-time early childhood educators are granted one (1) hour per week of planning time to be realized within existing work hours. Employees will conduct their planning time activities on the work site and at a time deemed appropriate by the Employer.

After School Facilitators are granted one-half (1/2) hour per week of planning time to be realized within existing work hours. Employees will conduct their planning time activities on the work site and at a time deemed appropriate by the Employer.

17.05 **Paid Breaks**

During the term of this Collective Agreement the parties will implement a plan to allow for one paid break per day for employees in the early learning centres. It is

understood that during this period, and in support of such plan, supervisors shall be permitted to perform bargaining unit work and that Article 3.02 shall not apply.

17.06 **Flexible Working Hours/Week**

During the life of this Agreement, flexible working hours may be introduced provided that:

- (a) they are mutually agreed upon between the employee and the Employer; and
- (b) the number of hours worked in the course of a week does not exceed the limits stipulated in Clause 17.02 above; and
- (c) the union recognizes and agrees in an emergency circumstance, the Employer may modify working hours of employees to meet operational requirements as required by the Child Care and Early Years Act, 2014. The Employer shall notify the Union of any such modification within forty-eight (48) hours of the instance.

17.07 **Working Schedule**

Except for permanent full-time employees, where practicable, the hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Muskoka Family Focus shall, after agreement with the respective unit executive of the Union, set forth the working schedule for the members of the Union working at Muskoka Family Focus.

17.08 **Call Back/Cancellation of Shifts After Reporting for Duty**

There shall be a minimum of three (3) hours at straight time for call back/cancellation of shift after reporting for duty. This article does not apply when the scheduled shift is less than three (3) hours, employees shall be compensated for the scheduled hours at straight time.

17.09 **Inclement Weather**

In the event that the Employer closes the business office or any centre due to inclement weather, no employee shall suffer any loss of pay or benefit as a result of such closure.

In the event that road closures by the Ministry of Transportation or OPP, caused by inclement weather prevent an employee from attending work or causing the employee to be late, the employee shall not suffer any loss of pay or benefit.

In the event that an employee is either late or unable to attend work as a result of inclement weather and the Employer has not closed the respective office, centre or program the time missed shall not be with pay.

Supervisors in each location should call for a 4:30 closure based on reduced visibility and road conditions in this area; allowing for all staff to drive home in day light. The call to close should be made by 3 pm to allow for parent pick up. This will be incorporated into the Parent Handbook.

ARTICLE 18 – OVERTIME

18.01 **Overtime Defined**

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

18.02 **Overtime Rate**

All overtime in excess of thirty-five (35) hours per week, seventy (70) hours bi-weekly, or seven (7) hours per day shall be paid for at the rate of time and one-half.

18.03 **Minimum Overtime**

The Employer shall keep overtime to a minimum. No employee shall be required to work overtime against the employee's wishes when other employees are available to perform the required work.

18.04 **Time Off in Lieu of Overtime**

If the Employer consents, instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate (i.e. time and one-half) at a time mutually agreed upon with the Employer.

18.05 It is understood that there shall be no pyramiding of entitlement to the overtime provisions of this Collective Agreement for employees who work more than one (1) position with the Employer.

18.06 Overtime shall be offered in order of seniority among employees at the work location at the time the overtime is available, who are willing and qualified to perform the work that is available.

18.07 **CPR and First Aid Training**

Employees shall be paid their normal hourly rate for time used for completion of CPR and first aid training.

Eligible employees who do not complete their probationary period shall repay the above sum or have deducted from their final pay cheque.

New recruits including relief employees will receive fifty percent (50%) of the cost of CPR and first aid training and the vulnerable sector check. They shall receive the balance upon completion of one hundred and seventy-five (175) hours.

ARTICLE 19 – GENERAL HOLIDAYS

- 19.01 The parties agree that the following are paid holidays:
- | | |
|----------------|------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Civic Holiday (August) |
| Family Day | |
- 19.02 The recognized holidays shall be considered as falling on the calendar day on which they occur except for those employees regularly scheduled to work Monday through Friday, in which case the holidays shall be considered as falling on the day which is designated by the Employer.
- 19.03 The Employer, at its sole discretion, may opt to close down operations over the Christmas season (approximately the last week in December) and March Break. If the Employer does close down operations, employees will have the option of either taking vacation days during the shut-down or being temporarily on lay off.
- The Employer will notify employees by March 1st of each year of any Christmas closure in order that employees can plan vacation time.
- The Employer will notify employees by October 1st of each year of any staffing reductions over Christmas.
- Based on parent care requirements, this will be incorporated into the Parent Handbook as a timeline.
- Please refer to LOU # 9 Re: The Christmas Period
- 19.04 To be eligible for holiday pay, an employee must:
- have acquired seniority; and
 - have worked their scheduled day prior to the holiday (or any day observed as such) and their scheduled work day after the holiday (or any day observed as such) unless a failure to do so resulted from:
 - occupational injury or hospitalization;
 - for illness as is evidenced by a doctor's certificate; or
 - bereavement leave or jury duty.
- 19.05 All employees, including relief employees will receive, at a minimum, compensation for holidays in accordance with the provisions of the Employment Standards Act.
- 19.06 The Employer will provide a paid professional development day at the employee's regular hourly rate which will be tied exclusively to the local Early Childhood Educator Symposium.

ARTICLE 20 – ANNUAL VACATION

- 20.01 For the purposes of this clause, the following definitions apply:
- (a) "earnings for the year" include holiday pay and bereavement leave pay but shall not include the previous year's vacation pay; and
 - (b) "vacation year" means the calendar year or part year prior to December 31.

- 20.02 Relief employees and Parent Education Facilitators shall be entitled to vacation pay at the rate of 4% of earnings for the year or vacation pay pursuant to the Employment Standards Act, if that is greater than 4%

Permanent employees whose programs shut down for six (6) weeks or more per year will be given the option of being paid vacation pay, at the appropriate rate, on every cheque, or taking scheduled vacation. Employees taking vacation pay may schedule unpaid leaves at the discretion of their supervisor.

Permanent employees who also work relief shifts or as Parent Education Facilitators shall be paid/accrue vacation as provided in Article 20.03.

- 20.03 Permanent and/or Temporary Employees shall be entitled to vacation and vacation pay based upon a percentage of earnings for the year as follows:

Effective April 1, 2022

Years of Service	Full time Vacation	Part time Vacation
1-2	10 days	4% of total wages or hours worked
3-7	15 days	6% of total wages or hours worked
8-14	20 days	8% of total wages or hours worked
15-19	25 days	10% of total wages or hours worked
20 to 24	30 days	12% of total wages or hours worked
25 or more	35 days	14% of total wages or hours worked

Full Time Employees who work less than 52 weeks per year shall have their vacation calculated on a pro-rated basis.

- 20.04 The Employer will consider employee requests in scheduling vacations but operating requirements as determined by the Employer will control when a vacation may be taken.

20.05 **Scheduling Vacations**

On or before the 1st day of December in each year, the Employer shall circulate lists so that each employee may write in their choice of vacation dates for the period January 1st to April 30th of the following year. The vacation schedule for this period shall be completed on or before the 1st day of January in each year and, when completed, copies shall be posted on the bulletin boards in the locations concerned. An employee who changes positions through a job posting after January 1st will have to alter their vacation schedule if the Employer's operations require it.

On or before the 1st day of March in each year, the Employer shall circulate lists so that each employee may write in their choice of vacation dates for the period May 1st to December 31st. The vacation schedule for this period shall be completed on or before the 1st day of April in each year and, when completed, copies shall be posted on the bulletin boards in the locations concerned. An employee who changes positions through a job posting after April 1st will have to alter their vacation schedule if the Employer's operations require it.

When preparing the annual vacation schedule, the Employer shall, subject to its right to maintain the efficiency of its operations, give the choice of vacation dates, by section, to employees with the greatest seniority, provided they give notice of such choice not later than January 1st for vacations in January to April, and April 1st for vacations in May to December.

20.06 Upon written request, Permanent Employees may carry forward a maximum of one week's entitlement to the following calendar year. Employees must submit a request to use the vacation carried forward in accordance with Article 20.05. An employee may not waive vacations and draw double pay.

20.07 If, during an employee's vacation period, an Employer recognized holiday occurs, the employee will be granted an extra day of paid vacation. The Employer reserves the right to grant an extra day's pay at the straight-time pay rate in lieu of an extra day of paid vacation in any case where it considers such action desirable from an operating standpoint, and where permitted by employment standards legislation.

20.08 In the year in which the employee qualifies for increased vacation entitlement, such increased entitlement may be taken only after the employee's anniversary date.

20.09 Each year employees will be permitted to access paid vacation time equivalent to what is projected they will earn through paid work hours until the end of the calendar year. This paid vacation time is an advance against actual earned vacation pay and will be deducted from actual time as it is earned. Any discrepancies between projected and earned vacation time will be adjusted and resolved at the end of the calendar year.

- 20.10 An employee ceasing to be an employee of the Employer prior to using the accumulated vacation entitlement shall be entitled to the vacation pay accrued pursuant to this Agreement. Similarly, an employee who ceases to be an employee of the Employer having taken more vacation than has been accrued will have the overpayment deducted from the employee's final pay.

ARTICLE 21 – PAID PERSONAL DAYS

- 21.01 Except for those employees who work less than eighteen (18) hours per week, full-time and part-time employees who have completed probation, are entitled to paid personal days for illness, disability or quarantine by a medical officer of health. Paid personal days may also be used when one (1) or more of an employee's dependents are ill.

- 21.02 Each full-time employee who is not on probation will accumulate Paid Personal Days (PPD) at the rate of 1 per month to a Max of 20 days. Such days may be used for absence due to health issues of the employee. Five of such PPD may be used for appointments of a medical nature. PPD may be used in hourly increments. Each part-time employee who works greater than 18 hours per week who is not on probation will accumulate PPD on a pro rata basis. PPD may be used for illness or appointments for a dependent.

RE: Part-Time Employees Working Less than 18 Hours

The employer will grant 2% in lieu of PPD to part time employees working less than 18 hours upon completion of 6 months employment.

- 21.03 Unused PPD may be carried forward to the next year but shall not exceed a cumulative total of twenty (20) days. The accumulation shall be pro-rated for part-time employees.

In January of each year the Employer will send an annual statement of the PPD available to each employee.

- 21.04 Employees may be required to submit satisfactory proof to the Employer of any illness, disability, non-occupational accident or quarantine.

- 21.05 Employees shall submit, if required by the Employer, a medical certificate stating that they are capable of returning to work.

- 21.06 No PPD will be granted for any illness which occurs from the time an employee commences vacation until the end of the vacation period. However, if the employee is on sick leave before their vacation begins, the employee may postpone their vacation to a mutually convenient date. Also, if an employee is admitted to hospital during the course of a vacation, the employee will be on sick leave for the period of hospitalization (up to the maximum number of PPD available to the

employee accumulated pursuant to this contract) and the subsequent period of recovery provided that the employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of the stay in hospital will be rescheduled to a mutually agreeable time.

- 21.07 The following procedure applies to employees who are able to return to work following receipt of long-term disability benefits: if the Employer is satisfied that the employee is capable of performing the duties of their former position, the employee must provide the Employer with two weeks' written notice of readiness to return to work and the Employer will then reinstate the employee to the same position held immediately prior to the disability at the same rate of pay and benefits which accrued to the employee prior to disability.
- 21.08 The Employer will advise the employee of the accrued PPD credits upon request.
- 21.09 PPD credits will not accumulate during periods of illness or injury.
- 21.10 On the termination of employment with the Employer, for whatever reason, the employee's PPD credits will be cancelled without payment or compensation.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 **Jury Duty**

Subject to the applicable legislation, the employee shall be entitled to a two (2) week paid leave of absence prorated for part-time, less any jury fee received, for jury duty or to appear as a witness in any court if subpoenaed. The employee will be entitled to accrue seniority and to continue benefits during the paid leave of absence. The employee shall provide as much notice to the employee's supervisor as possible. The Employer shall provide a letter to the court stating that the paid benefit to the employee is limited and may cause financial hardship to the employee. It is understood that jury and witness duty leave is not applicable if the employee is a party to the action or one of the persons charged.

22.02 **Bereavement Leave**

An employee who has completed the probationary period shall be entitled to:

- (a) In the event of the death of a member of an employee's immediate family, the employee shall be entitled to five (5) consecutive working days leave without loss of pay, prorated for part-time employees. Immediate family means the employee's spouse, common-law spouse, partner, mother, father, sister, brother, child, stepchild or adopted child, step-parent, grandchildren, mother-in-law and father-in-law, daughter in-law and son in-law, grandparent as well as a dependent relative residing with the employee.

- (b) In the event of the death of any other relative, the employee shall be entitled to two (2) working days without loss of pay.
- (c) In the event of the death of a close friend, the employee may be granted up to one (1) day off without pay to attend the funeral.
- (d) If required, an employee may apply to the Management Team for unpaid bereavement leave in addition to the paid leave described in Articles 22.02 and 22.03. a) and b) above. Such leave will be approved or denied at the sole discretion of the Employer.
- (e) The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The Employer recognizes that there may be situations when part of an employee's entitlement may be requested at a later date. An employee requesting to defer all or part of the bereavement leave shall advise the Employer at their earliest convenience with a reasonable explanation. Such requests will not be unreasonably denied.

22.03 **Family Protected Leaves Under the ESA**

The family protected leave provisions are intended to provide employees with the right in accordance with the ESA to unpaid leave from work to provide care or support to certain family members who have a serious medical condition. Seniority will continue to accumulate under the Collective Agreement.

a) Family Medical Leave

The family medical leave provisions are intended to provide employees with the right to take up to 28 weeks of unpaid leave from work to provide care or support to certain family members who have a serious medical condition and are at significant risk of dying within a period of 26 weeks without penalty. The provision of a family medical leave was also intended to enable employees to take advantage of compassionate care benefits made available under the federal *Employment Insurance Act*, effective January 4, 2004 and expanded from 6 to 26 weeks of benefits on January 3, 2016 (although the provisions giving qualified employees the right to family medical leave under the ESA 2000 did not come into force until June 29, 2004). O. Reg. 476/06, filed on October 6, 2006 expanded the list of persons in respect of whom the leave could be taken.

b) Family Caregiver Leave

The family caregiver leave provisions are intended to provide employees with the right to take unpaid time off work to provide care or support to specified family members who have a serious medical condition, even if the family member is not at significant risk of death within a period of 26 weeks, which is a qualifying criterion for family medical leave. Employees are entitled to up to eight weeks of unpaid leave each year with respect to each specified family member.

c) Critical Illness Leave

The critical illness leave provisions are intended to provide employees who have been employed by their employer for at least six months with the right to take unpaid time off work to provide care or support to a critically ill minor child or adult who is a family member of the employee. Employees are generally entitled to up to 37 weeks of unpaid leave in relation to a minor child, and 17 weeks in relation to an adult, to be taken in a 52-week period (and may requalify for subsequent 37 or 17 weeks of leave in subsequent 52-week periods). The provision of this leave was also intended to enable employees to avail themselves of federal Employment Insurance benefits for providing care or support to a critically ill minor child or adult who is a family member of the employee.

Maternity, Parental or Adoption Leave

- 22.04 In cases of maternity or parental or adoption leave, an unpaid leave of absence shall be allowed in accordance with the *Employment Standards Act*.
- 22.05 A pregnant employee shall not continue in their position when their ability to carry out their assignments is limited by their pregnancy. The determination of this shall be made by the Employer's designated medical doctor in consultation with the employee's personal physician. At this time, the eligible employee shall commence maternity leave if they are within 12 weeks of the estimated delivery date.
- 22.06 During the maternity leave, the employee shall be entitled to accumulate service, seniority and benefits including vacation credits in accordance with the Collective Agreement.
- 22.07 Extensions beyond the normal period of maternity leave, to a maximum of three weeks, may be granted at the discretion of the Management Team provided a medical certificate is presented indicating that, due to medical conditions arising relative to the pregnancy or delivery but following the date of delivery, the employee is unable to return to work.
- 22.08 An employee wishing to resume their employment on the expiration of maternity leave shall give their supervisor two weeks' notice in writing of the day they intend to return to work. The employee shall be reinstated to the same or similar position held at the time maternity leave commenced, at not less than the same salary and other benefits as had accrued to the employee prior to commencing maternity leave.
- 22.09 An employee who has applied for maternity leave shall be required to pay, in advance, their share of the premiums for applicable benefits and any other levies normally in force.

22.10 **Union Leave**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or for purpose of collective bargaining with the Employer may be allowed a leave of absence without pay, at the discretion of the Employer. Such leave will be granted unless granting the leave causes safety concerns or puts one or more programs in jeopardy. Such leave of absence shall be for a maximum of ten (10) calendar days at any one time. The Employer shall continue to pay the employee as if the employee worked and shall bill the Union for such days.

22.11 **Elected Office Leave**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow unpaid leave of absence so that the employee may be a candidate in Federal, Provincial or Municipal elections.

- (a) An employee who is elected to public office shall be allowed leave of absence without pay, but with no loss of seniority during the employee's term(s) of office;
- (b) the leave of absence will be limited to a maximum of five (5) years;
- (c) Notwithstanding Articles 22.12 (a) and (b), an employee returning from elected office leave will be returned to the same, or comparable, position at the end of the leave provided that funding and programming have maintained existing staffing levels.

General Leave

22.12 At the sole discretion of the Employer, the Employer may grant an employee who requests a leave of absence an unpaid leave of absence for a period not to exceed six (6) months.

22.13 The employee will be returned to the same, or comparable, position at the end of the leave provided that funding and programming have maintained existing staffing levels.

22.14 The Employer shall comply with the Employment Standards Act requirements for unpaid leaves of absence.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 **Pay Days**

The Employer shall pay salaries bi-weekly in accordance with the pay scale set out in the Agreement found at Schedule "A". Payment will be one week behind.

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 position carrying an hourly rate of pay and benefits for that position for the time the employee performs that job shall receive the higher rate of pay for all hours worked in the higher position.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

(b) When the Employer selects a member of the bargaining unit to an acting supervisory position the following conditions shall apply:

- (1) the employee must be qualified and have an ECE certificate;
- (2) the selection of the person to the Acting Position shall be at the exclusive discretion of the Management Team;
- (3) the employee shall receive a seven percent (7%) premium over the employee's existing rate of pay for acting assignments;
- (4) the maximum duration shall be one (1) year, except by mutual agreement between the Parties
- (5) While in the Acting Position, the employee shall continue to pay union dues and accumulate seniority.

Such acting assignments are to cover absences arising from approved leaves including such leaves as vacation, maternity leave, sick leave, etc. This does not apply in the case of absence to attend an off-site meeting or other matters in the normal course of a working day.

23.04 **Pay on Transfer – Lower Rated Job**

When an employee is temporarily assigned to a position paying a lower rate, the employee's 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 her/his annual vacation pay any pay cheques which may fall during the period of vacation.

23.06 **Training Allowance**

The Employer will provide each full-time employee who is not on probation with a training allowance of up to two-hundred and seventy-five dollars (\$275.00) per year. The employee will request the training they so choose, and this allowance will be used only for a purpose approved by the Employer which includes expenses related to travel, tuition, meals and accommodations.

The Employer may provide each part-time employee who is not on probation with the above training allowance on a pro-rated basis. The pro-ration shall be based on a thirty-five (35) hour work week.

In addition to the training allowance, the Employer agrees to contribute fifty percent (50%) for the R.E.C.E. fee for each employee who is registered under the *Childcare and Early Years Act, 2014*, and that employee will have the option to obtain the balance of funding from the Professional Development Fund.

- 23.07 The training allowance is not cumulative. It does not carry over if it is not used in the calendar year in which it accrues.
- 23.08 An employee who is requested by the Employer to use the employee's own car for the Employer's business shall be reimbursed at the recommended Canada Revenue Agency (CRA) rate per kilometer.
- 23.09 An employee who chooses to register their child/children in any program at the Muskoka Family Focus and Children's Place shall receive a fifteen percent (15%) reduction in fees. Employees will not be required to pay the fees for any days their children are not in attendance due to the employee's vacation leave. If an employee leaves before completion of probationary period, all such fees shall be deducted from their last cheque.
- 23.10 Should the Employer request employees to provide updated criminal reference checks, the costs shall be borne by the Employer.
- 23.11 Employees who are Teaching Assistants and directed to fill in for vacation or absences in the excess of four (4) days for an ECE Teacher, shall be paid the ECE Teacher rate or the same step in Schedule A, as they are at for their Teaching Assistants Rate.

ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

24.01 **Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. 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.

24.02 **No Elimination of Present Classifications**

No job classification will be created, eliminated or changed without the classification being submitted for review to the Pay Equity Commission.

ARTICLE 25 – BENEFIT PLANS

- 25.01 Benefits in this article are defined as life insurance and long term disability benefits, extended health and dental benefits and accidental death and dismemberment benefits.
- 25.02 Employees who regularly work eighteen (18) hours or more per week in one or more positions, except relief positions, are entitled to benefits as defined in this Article.
- 25.03 The Employer will cover 100% of the premiums for full-time employees for the following coverage:
- Single dental (plan currently with GreenShield Canada)
 - Basic Group Life Insurance (\$25 000, currently with the Co-operators)
 - Accidental Death, Disease and Dismemberment (plan currently with the Co-operators)
 - Dependents Insurance (\$5 000 for spouse and \$2 500 for dependent children, currently with the Co-operators)
 - Long Term Disability (plan currently with the Co-operators)
- 25.04 Part-time employees will receive a percentage of the benefits package premiums based upon what proportion of full-time hours they regularly work.
- 25.05 Before benefit coverage begins, eligible employees must complete an application and/or waiver card. The Employer will provide the appropriate application and/or waiver card to all eligible employees within 30 days of them becoming eligible for participation in the plan. The Employer will also ensure all employees for whom the insurer may cover are made aware of any additional benefits (Drug, Vision, Extended Health, etc.) that are available for purchase through the Employer's plan, and the related costs for these benefits, at least once per calendar year.
- It is understood any cost quoted is approximate. Final rates are subject to the insurers' determination.
- 25.06 An eligible employee's coverage ceases on the day of termination of employment or during a leave of absence unless the leave of absence occurs as a result of any protected leave as set out in the *Employment Standards Act* and other applicable legislation.
- 25.07 The eligible employee's share of benefit package costs will be deducted from the employee's salary on a bi-weekly basis.
- 25.08 An eligible employee may choose to purchase additional family coverage.

- 25.09 Full-time employees who are temporarily laid off may choose to continue dental and/or extended health coverage while laid off at their own expense up to a maximum period determined by the Employer in consultation with its insurer. If the employee elects to continue coverage, the employee will be immediately eligible to participate in the benefit plan upon return to work. If the employee elects not to continue benefits and is off work for a period longer than three (3) months, there is a three (3) month waiting period upon return to work before the employee is eligible for benefits unless such period is waived by the Employer for compassionate reasons.
- 25.10 The Employer, in consultation with the Union reserves the right to change carriers of the benefit plans provided the benefits remain the same or are enhanced.

ARTICLE 26 – HEALTH AND SAFETY

- 26.01 The Employer and the Union agree to maintain required standards of safety and health in the Employer's facilities in order to prevent injury and illness. The Employer will make reasonable provisions for the safety and health of its employees in its facilities during the hours of their employment.
- 26.02 The Union and the Employer shall co-operate in establishing a safety committee to co-ordinate 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.
- 26.03 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.
- 26.04 A Union Day Care Centre representative shall have the right to participate in the monitoring of the work place for potential health and safety problems and to accompany government inspectors on inspection tours.
- 26.05 Where a dispute involving a question of general application or interpretation of this article occurs, it shall be subject to the grievance procedure.

ARTICLE 27 – GENERAL CONDITIONS

27.01 **Proper Accommodation**

An employee lounge and storage space for personal belongings shall be provided at the following locations: each early learning centre operated by Muskoka Family Focus and Children's Place and at the administration building.

27.02 **Bulletin Boards**

The Employer shall provide bulletin boards at the following locations: each early learning centre operated by Muskoka Family Focus and Children's Place and at the administration building, 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.

27.03 **Transfer of Employees**

Employee Initiated

An employee may request a transfer to another work location, provided it is the same classification, hours of work, etc. The Employer agrees to review transfer requests prior to posting vacancies.

Lateral Transfer

Employees may request a lateral transfer to another location. Such requests are subject to the approval of the Employer.

Note: All transfer requests are limited to one request per year.

27.04 The parties agree to comply with the provisions of the Ontario Human Rights Code, R.S.O., 1990, c.H. 19, with respect to any accommodation needs of an employee.

ARTICLE 28 – NO STRIKE OR LOCKOUT

28.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The definition of a strike or lockout is as dictated by the Ontario Labour Relations Act.

ARTICLE 29 – UNION LABEL

- 29.01 In order that the general public shall be aware of the benefits of a unionized public service, the CUPE Union Label shall be displayed prominently.

ARTICLE 30 – CHILD/ADULT RATIO

- 30.01 The Employer and the Union agree that a reasonable ratio of adults to children in any licensed Child Care Program 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 comply with the Child Care and Early Years Act, 2014, as amended from time to time.

ARTICLE 31 – GENERAL

31.01 **Plural or Feminine Terms May Apply**

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

ARTICLE 32 – TERMS OF AGREEMENT-3 Year Term

32.01 **Duration**

This agreement shall be binding and remain in effect from **April 1, 2023 to March 31st, 2026** and shall continue from year to year thereafter unless either party gives to the other party notice in writing of not less than 30 days and no more than 90 days prior to the expiry date of the agreement that it desires its' termination or amendment.

32.02 **Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement with the employer and with the National Representative of CUPE and it's local 1813.07 bargaining committee and subject to ratification at any time during the existence of this Agreement.

32.03

Retroactivity

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

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette

Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay

Sarah MacKay (Apr 30, 2024 15:36 EDT)

FOR THE UNION:

Fran Belanger

Fran Belanger (Apr 30, 2024 13:40 EDT)

Glenda Morris

Glenda Morris (May 7, 2024 19:22 EDT)

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Annie Mather

Annie Mather (Apr 30, 2024 19:53 EDT)

SCHEDULE A

Wage adjustments to be applied prior to the general wage increase and subject to retroactivity.

Cook/Helper- April 1, 2023- \$3.00 an hour increase.

Childcare- April 1, 2023- \$2.00- an hour increase

General Wage increase for all subject to retroactivity.

April 1, 2023- 3%

April 1, 2024- 2.75%

April 1, 2025- 2.25%

Effective April 1, 2023

	Step 1	Step 2	Step 3	Step 4	Step 5
ECE Teacher	24.98	25.62	26.27	26.87	27.52
ELC or ASP Teaching Assistant	21.52	22.10	22.75	23.31	23.93
Cook/Helper	20.54	21.06	21.67	22.18	22.73
Parent Educator Facilitator	26.54	27.18	27.86	28.54	29.21
Childcare	18.67				
Relief -Flat Rate	18.67				

Effective April 1, 2024

	Step 1	Step 2	Step 3	Step 4	Step 5
ECE Teacher	25.66	26.32	26.99	27.61	28.28
ELC or ASP Teaching Assistant	22.11	22.71	23.38	23.95	24.58
Cook/Helper	21.10	21.64	22.27	22.79	23.36
Parent Educator Facilitator	27.27	27.93	28.63	29.33	30.01
Childcare	19.19				
Relief -Flat Rate	19.19				

Effective April 1, 2025

	Step 1	Step 2	Step 3	Step 4	Step 5
ECE Teacher	26.24	26.91	27.59	28.23	28.91
ELC or ASP Teaching Assistant	22.61	23.22	23.90	24.49	25.14
Cook/Helper	21.58	22.13	22.77	23.30	23.88
Parent Educator Facilitator	27.89	28.56	29.27	29.99	30.69
Childcare	19.62				
Relief -Flat Rate	19.62				

LETTER OF UNDERSTANDING #1

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees
and its Local 1813

Re: Relief Employees

Relief employee is defined as an employee who does not work a pre-determined schedule. Relief employee who does not work a shift in a six-month period shall be terminated at sole discretion of employer and such termination shall not be subject of a grievance.

Relief employees shall provide the Employer with their preferred shift length, location and days available each February on a form supplied by the Employer.

The Employer shall develop a methodology of distributing relief hours on a fair and equitable manner. This methodology will be presented to the Labour Management Committee.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette
Darel Bissonette (Apr 30, 2024 14:32 EDT)

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LETTER OF UNDERSTANDING #2

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees
and its Local 1813

Re: Changes to Job Classifications

The Parties agree that when a new classification is created, or the job content of an existing classification is substantially changed, the rate of pay set by the Employer may be subject to discussion between the Employer and the Union.

In preparation for this discussion, the Employer will prepare a job description. In the event that the Union disagrees with the set rate, the Union has the right to initiate a grievance at Step 2 and ultimately to refer the matter to Arbitration under the provisions of Article 12.

Any adjustments ordered by the Arbitrator shall be made as of the date the changed rate was first implemented by the Employer.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette

Darel Bissonette (Apr 30, 2024 14:32 EDT)

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LETTER OF UNDERSTANDING #3

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees
and its Local 1813

Re: Temporary Employees and Seniority

The Parties agree that from time to time it may be necessary to extend the term of a temporary employee. In the event that this does occur, the following principles shall apply:

- The employee and the Union shall be given at least two weeks' notice of the extension, the reason for same and the expected duration.
- The employee shall be entitled to benefits as per article 25 of the Collective Agreement.
- In the event that a temporary employee is employed for;
 - Twenty-Four (24) consecutive months, and;
 - Works at least seven hundred and fifty (750) hours within said twenty-four (24) month period of time;

Shall be deemed to have earned permanent status and will be entitled to seniority. A seniority date shall be established based on the total hours worked in proportion to a full time equivalent from the original date of hire.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

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Darel Bissonette (Apr 30, 2024 14:32 EDT)

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LETTER OF UNDERSTANDING #4

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees and its Local 1813

Re: Workers Safety and Insurance Board (WSIB) coverage

The Employer agrees to cover all employees under *the Workplace Safety and Insurance Act (WSIA)* and eligible employees will have access to Employer paid sick leave and/or Long-Term Disability (LTD) until such time as the employee's claim for benefits, including appeal, is determined by the WSIB.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette
Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay
Sarah MacKay (Apr 30, 2024 18:36 EDT)

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LETTER OF UNDERSTANDING #5

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees and its Local 1813

Re: Joint Health and Safety Committee Emergency Response Plan

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the Employment Standards Act, 2000; and
2. The Government of Ontario has declared a state of emergency pursuant to the Emergency Management and Civil Protection Act which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree to:

1. Expand the scope and terms of reference of the JHSC to include specific points identified in this document. During the State of Emergency referred to above this committee shall meet at least bi-weekly, and on request of a majority of the Committee.
2. All relevant information from all sources shall be shared among the members of the JHSC.
3. The Employer shall ensure that the JHSC or HSR is informed and actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA), the employer shall:
 - a) provide and maintain workplaces, equipment, processes, and devices that are safe and without risk to health and safety;

- b) inform its employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
 - c) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - d) provide the equipment, material and devices necessary to prevent injury or illness, — except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, material and devices on the job;
 - e) ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of employees;
 - f) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
 - g) consult with the JHSC or HSR on the development and implementation of measures and procedures to be put into effect or the health and safety of the employees;
 - h) review in consultation with the JHSC or HSR, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of employees; and
 - i) prepare a pandemic plan in consultation with the JHSC or HSR. The precautionary principle will be used as the guiding principle in preparing the plan.
4. The JHSC shall develop an emergency plan which shall include but not be limited to the following items:
- a. Anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;
 - b. Redeployment strategies to avoid layoffs;
 - c. Obligations and entitlements of employees when/if working from outside of the office, e.g. working from home;
 - d. Continuation of all employees' service, seniority, and benefits during the period this Letter of Understanding is in effect;
 - e. Vacation scheduling and potential carry-over of vacation entitlements.
 - f. Any agreements arrived at through this process, during this period, which may have effect on the Collective Agreement, will be referred to the Labour Management Committee for the approval of both the Employer representation and CUPE Local 1813.07 representatives including the CUPE National Representative, prior to implementation.
5. The Employer agrees to apply for any and all government subsidy programs available.
6. The Employer agrees that in the event an employee must self-isolate or be quarantined, the Employer will consider requests for voluntary layoff in the event the employee has

no vacation or other available credits. Self-isolation and/or quarantined time shall not be used in any Attendance Management/Attendance Awareness calculation.

7. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
8. The parties agree that any conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails.
9. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette
Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay
Sarah MacKay (Apr 30, 2024 18:36 EDT)

FOR THE UNION:

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Fran Belanger (Apr 30, 2024 13:40 EDT)

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LETTER OF UNDERSTANDING #6

LETTER OF UNDERSTANDING
Between

Muskoka Family Focus and Children's Place

And

The Canadian Union of Public Employees and its Local 1813

Re: Benefits

1. The parties agree that Muskoka Family Focus and Children's Place will consult with the Ontario Coalition for Better Child Care for the purpose of assessing the current employee benefits plan to determine if any savings can be achieved.
2. Should there be savings to the existing benefits plan, the parties shall meet to determine how to allocate such savings that may be achieved.
3. The following shall apply if there are any savings:
 - Eligibility for the participation shall not be altered.
 - No savings shall be allocated to other than benefits articulated in Article 25.01.
 - Costs to the employer for any altered or new benefit plan shall not exceed current employer costs as of the end of 2023.
 - The outcome of any assessment shall be discussed at labour management committee.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette

Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay

Sarah MacKay (Apr 30, 2024 15:36 EDT)

FOR THE UNION:

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Fran Belanger (Apr 30, 2024 13:40 EDT)

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LETTER OF UNDERSTANDING #7

LETTER OF UNDERSTANDING
Between

Muskoka Family Focus and Children's Place

And

The Canadian Union of Public Employees and its Local 1813

Re: Application of Article 16.02

The Parties agree that Article 16.02 shall be applied in the following manner, effective the date of signing of this letter.

1. Any full time employee who has successfully completed the probationary period and is in receipt of a notice of layoff shall have the unfettered right to bump any junior employee with less seniority provided they are qualified to perform the work required.
2. The position the employee selects to bump into shall be of equal or lesser value based on the wage rated at Step 5 of said position as compared to Step 5 of the position held by the employee in receipt of a notice of layoff.
3. Nothing in the second sentence of Article 16.02 shall diminish or negatively impact the application of seniority in a layoff situation.
4. A part time employee in receipt of a notice to lay off cannot bump a full time employee irrespective of seniority.
5. The seniority shall be based on the most recent seniority list as per Article 14.02 of the Collective Agreement.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette

Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay

Sarah MacKay (Apr 30, 2024 18:36 EDT)

FOR THE UNION:

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LETTER OF UNDERSTANDING #8

LETTER OF UNDERSTANDING
Between

Muskoka Family Focus and Children's Place

And

The Canadian Union of Public Employees and its Local 1813

Re. The Christmas Period

Whereas it is the intent of the parties to approve vacation opportunities to permanent staff over the Christmas season (the week that includes December 25). The following shall apply over the life of this agreement:

1. The employer will operate at 50% capacity per room at the centres during the Christmas season.
2. Staffing levels shall in accordance with #1 above and subject to operational needs.
3. All approvals will be based on Seniority
4. The employer shall notify LMC and employees by October 1 of each year of staffing requirements for the Christmas season.
5. The parent handbook will be amended accordingly as needed.
6. The impact of such scheduling shall be discussed at LMC no later than February 15 of the year following.
7. This letter will be renewed automatically unless circumstances dictate otherwise.
8. This letter of understanding is not in conflict of any provisions in the Collective Agreement.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette

Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay

Sarah MacKay (Apr 30, 2024 18:36 EDT)

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LETTER OF UNDERSTANDING #9

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees and its Local 1813

Re: Helper Classification

Whereas, due to an infectious disease or pandemic, Public Health has mandated additional cleaning and screening requirements in the workplace and;

Whereas both parties wish to ensure a continued commitment to health and safety in the workplace;

Therefore, the Union and Employer agree that for the purposes of enhanced cleaning and screening of persons entering the facility, a category of "Helper" will be added to the Schedule A wage grid at the same rate which applies to Cook. This position will be utilized to provide enhanced cleaning and screening of persons and will be in addition to the required compliment of staff in the workplace.

The parties further agree at no point will the Helper position be utilized to replace or provide coverage to any other classification listed in Schedule A.

The parties agree to meet in order to consult and jointly prepare a job description for the Helper position within 60 days of ratification.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette
Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay
Sarah MacKay (Apr 30, 2024 18:36 EDT)

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LETTER OF UNDERSTANDING #10

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees and its Local 1813

Re: Paid Personal Days

The parties agree to discuss the application of Paid Personal Days at LMC with an intent to clarify and address any issues with the application across programs.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette

Darel Bissonette (Apr 30, 2024 14:32 EDT)

Sarah MacKay

Sarah MacKay (Apr 30, 2024 18:36 EDT)

FOR THE UNION:

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Annie Mather (Apr 30, 2024 19:53 EDT)

LETTER OF UNDERSTANDING #11

Between:

Muskoka Family Focus and Children's Place

and

The Canadian Union of Public Employees and its Local 1813

Re: Wage Enhancement Grant (WEG)

The employer agrees that In the event the WEG is incorporated by government action into the MFF budget, the parties agree to amend Schedule "A" as of the date of incorporation into the budget.

DATED THIS ____ DAY OF _____, 2024.

FOR THE EMPLOYER:

Darel Bissonette
Darel Bissonette (Apr 30, 2024 14:32 EDT)

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Sarah MacKay (Apr 30, 2024 19:36 EDT)

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