

COLLECTIVE AGREEMENT

BETWEEN

BALMY BEACH DAY COMMUNITY CARE CENTRE

(“EMPLOYER OR CENTRE OR DAY CARE”)

AND

CUPE LOCAL 2484-35

(“UNION”)

Effective: January 1, 2023 to December 31, 2024

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Article 1 - Preamble

- 1.01 It is the purpose of both parties to this Agreement:
- a) To establish terms and conditions of employment for member of bargaining unit Employees 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 Employee be drawn up in a Collective Agreement.

Article 2 - Management Rights

- 2.01 The Union acknowledges that the management of the Day Care's operations and the workforce is the sole right of the Employer and includes the right to:
- a. plan, organize and control operations
 - b. schedule shifts and assign work and work location of Employees
 - c. establish workplace rules and procedures
 - d. promote, demote, hire, lay off or transfer Employees
 - e. discipline Employees, including the right to warn, reprimand, suspend, demote or discharge Employees for just cause

All management rights not specifically referenced above are reserved to the Day Care.

- 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 Employees have the right to grieve under the grievance procedure in this Collective Agreement if they believe that the Day Care has violated their rights under this Collective Agreement.

Article 3 - Union Recognition

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2484-35 as the sole and exclusive collective bargaining agent for all of its Employees, save and except students employed under a grant program for not

more than ten (10) weeks during the summer vacation period, assistant supervisor, supervisor and persons above the rank of supervisor.

3.02 Bargaining Unit Work

Work within the bargaining unit may be performed by the assistant supervisor or supervisor for the purpose of training or evaluating Employees or as may periodically be required in order for the Day Care to maintain legislated class ratios, or as otherwise agreed upon by the parties. The parties agree that the Assistant Supervisor may continue to assist in the lunch program in accordance with existing practice.

3.03 Definitions

In this Agreement, the term:

- a. "Full-time Employee" shall mean an Employee in the bargaining unit who usually works twenty-five (25) hours or more per week.
- b. "Regular Part-time Employee" (also referred to as "Part-time Employee") shall mean an Employee in the bargaining unit who is usually scheduled to work less than twenty-five (25) hours per week.
- c. "Temporary Employee" means any Employee who is hired for fixed term.

Subject to the exception under this sub-article, a Temporary Employee may be hired for a period of up to twelve (12) months for the purpose of replacing a bargaining unit Employee on leave for any reason.

Exception: Where a Temporary Employee is hired to replace a Full-time or Regular Part-time Employee who is on a leave for more than 12 months, the Temporary Employee may be hired or retained for a period equal to the period of time during which the Full-time Employee or Regular Part-time Employee being replaced is on leave.

Unless the Temporary Employee is replacing an Employee is provided above in this article, the term or task for which the Temporary Employee is hired shall not exceed three (3) months unless the parties agree otherwise in writing.

- d. "Casual Employee" means an Employee other than a Temporary Employee who has worked for the Day Care on at least three (3) separate occasions and who may subsequently be called in by the Centre to work from time to time in order to replace a Full-time Employee, Regular Part-time Employee or a Temporary Employee who is scheduled to be or is unexpectedly absent from work.

Casual Employees interested in working at the Day Care shall provide the Supervisor or Assistant Supervisor a written list of dates on which they anticipate being available before the 1st of each month ("Date List").

- e. "Employee" shall mean an Employee falling within the bargaining unit defined in Article 3.01.
- f. For clarification, Casual Employee excludes personnel ("supply staff") who may be hired by the Day Care or supplied to the Day Care from time to time by an agency to fill in for a Full-time, Part-time or Temporary Employee who is temporarily or unexpectedly absent from work. Supply staff who are supplied by an agency or who are not Casual Employees as defined in sub-article 3.03 d. are not Employees under Article 3.01.

3.04 Application

The provisions of the Collective Agreement will apply to all bargaining unit Employees, unless the Collective Agreement states otherwise.

3.05 Union Activity

The Day Care and the Union agree that there will be no intimidation, discrimination, interference, restriction, or coercion exercised or practised by either of them or their representatives because any Employee is or is not a member of the Union or because any Employee has chosen to engage in lawful union-related activity.

3.06 No Other Agreements

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

3.07 Subcontracting

The Employer agrees that except as provided under this Collective Agreement, bargaining unit work shall not be sub-contracted in whole or in part, to any other plant, person, company. For clarification, it is agreed that the Employer may contract out the cooking responsibilities of the Cook position when the Cook is on vacation or is on a leave of absence of three (3) months or less and supply staff may be hired or engaged for work within the bargaining unit in accordance with Article 3.03 (f).

Article 4 - No Strikes or Lockouts

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

Article 5 – No Discrimination

5.01 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.

5.02 Ontario Labour Relations Act

The Union and the Employer agree that neither shall take any action against any Employee (whether or not the employee is an Employee) that contravenes the Ontario Labour Relations Act.

5.03 Harassment contrary to Ontario Occupational Health & Safety Act

The Union and the Day Care agree that neither the Day Care nor any Employees of the Day Care shall engage in harassment contrary to the Occupational Health and Safety Act or regulations under that statute (OHSA). The Union and the Day 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 Day Care.

Article 6 – Union Dues Check-off

6.01 The Employer shall deduct dues, assessments and initiation fees from wages of Employees in accordance with this Collective Agreement, in such amount as the Union shall communicate to the Employer in writing.

6.02 The Employer shall deduct dues taken from wages paid to Employees on the Employer's normal payroll cycle and will remit the deducted dues to the attention of the Union's Secretary-Treasurer on or before the 21st of the month immediately following the month in which the deductions were taken.

6.03 The Day Care will send to the Union with remittances under Article 6.02 a list of names of Employees from whom union deductions were taken with the following corresponding information for the period for each Employee on the list:

- the number of hours worked
- gross wages paid
- Union deduction at source

The Day Care shall provide the above information under this Collective Agreement unless doing so is prohibited by law.

6.04 The Union shall indemnify and save the Employer entirely harmless from any claims by any Employees of the Day Care or third parties because the Employer

has deducted and remitted dues to the Union under this Agreement or provided information to the Union under Article 6.05.

- 6.05 The Employer will, up to twice a year, upon written request of the Union provide CUPE Local 2484 with a listing of the name, classification, address, email address and phone number of members of the bargaining unit.
- 6.06 Annual tax slips issued by the Employer to its Employees under the *Income Tax Act* or other legislation shall respectively show the union dues deducted from the Employees' wages for the year in question.

Article 7 – New Employee Orientation

7.01 Offers of Employment

An offer of employment for a bargaining unit position shall state that a Collective Agreement between the Union and the Day Care governs the terms and conditions of employment.

A copy of the offer of employment shall be provided to the Union Steward promptly after it has been issued.

7.02 Introduction to Union Steward

Every new Employee shall be given an opportunity to meet with the Union Steward (or by another representative of the Union) during regular working hours, without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the Employee with the Collective Agreement.

The meeting shall be scheduled with and approved by the Assistant Supervisor or Supervisor in advance so that it does not interfere with program time for the children or the maintenance of classroom ratio requirements. If the Assistant Supervisor or Supervisor schedules the meeting for the Employee and the Steward (or Alternate Steward) to take place after regular working hours of the new Employee and the meeting takes place as scheduled, with the Employee and Steward (or Alternate Steward) in attendance, the Employee shall accrue up to one-half hour of paid lieu time at their regular rate for the time they spend in attendance at the meeting.

Article 8 - Representation

8.01 Representation

The Union may designate one (1) Steward and one (1) Alternate Steward for the Day Care. The Union shall notify the Employer in writing of any changes to the designation of the Employee appointed as Steward or Alternate.

The Union will notify the Employer of the contact information for the Staff Representative or other designated person that the Union assigns to represent bargaining unit from time to time. The Employer will also advise the Union of the contact information for the Supervisor *and for* the Board of Directors.

8.02 Union Bargaining Committee

There will be two (2) Employees on the Union Bargaining Committee. The Union will inform the Employer in writing of the names of the Employees who will be on the Union Bargaining Committee.

8.03 Function of Union Bargaining Committee

The Union Bargaining Committee will negotiate rates of pay, benefits compensation and working conditions.

8.04 CUPE Representation

The Union Steward or Representative of CUPE Local Union 2484, may engage the assistance of a national representative of the Canadian Union of Public Employees or legal counsel to CUPE Local 2484 or the Canadian Union of Public Employees when dealing with the Day Care (or its legal counsel) in matters concerning the administration, implementation of this Collective Agreement or the negotiation of a renewal of this Collective Agreement.

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 Day Care, make arrangements for access to the Day Care's premises at a mutually agreeable time in order to meet with Employees or the Day Care (or its counsel) for the purpose of discussing the administration or the implementation of this Collective Agreement or the negotiation of a renewal of this Collective Agreement.

8.05 Bargaining Meetings During Normal Working Hours

While the parties recognize that collective bargaining will normally occur during the evenings, employee members of the Union Bargaining Committee will be granted time off to attend meetings with the Employer's Bargaining Committee which the parties schedule to occur during normal working hours for the purpose of negotiating a renewal of this Agreement. In the event of a day-time meeting for purpose of collective bargaining scheduled for a time when the employee members of the Union Bargaining Committee would otherwise be scheduled to work ("Day-time Meeting"), the Employer will pay the employee members of the Union Bargaining Committee their regular rate, less applicable deductions, for time spent at one or more Day-time Meetings, up to a cumulative maximum of five (5) hours per each employee. For clarification, all other time that the employee members of the Union Bargaining Committee spent at Day-time

meetings shall be unpaid. For the purpose of this Article, Day-time Meeting does not include any meetings convened after one party or the other has applied for conciliation under the Ontario Labour Relations Act.

8.06 Information for the Union for Collective Bargaining

After either party has given notice to bargain a renewal of this Collective agreement, the Day Care shall, within thirty (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
- b. Current job description or descriptions
- c. Position postings for positions filled within the previous 6 months
- d. Benefits booklets, summaries, forms that the Day Care has received from the carrier that provide insured group benefits to eligible Employees under this collective agreement.
- e. Most recent audited financial Statements of the Employer
- f. Pay Equity Plan
- g. And such information that is necessary to allow for collective bargaining in accordance with the *Ontario Labour Relations Act*.

Article 9 – Grievance Procedure

9.01 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.

9.02 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.

9.03 Permission to Leave Work

A Steward (or Alternate Steward, as the case may be) may, with the permission of the Day Care, 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 Day Care to operate safely and within the legislated ratio requirements. If, due to safety concerns or in order to maintain legislated ratios, the Day Care 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 Day Care and the urgency of the matter giving rise to the meeting.

9.04 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.

9.05 Grievance Steps

Step 1 - Informal Discussion

Prior to initiating the grievance procedure at Step 2, an Employee shall first informally bring the alleged violation of the Collective Agreement to the attention of the Day Care's Assistant Supervisor or Supervisor.

Step 2 – Submission of Grievance in Writing

The Employee may after seeking to raise the matter informally with the Assistant Supervisor or Supervisor at Step 1, above, submit the grievance in writing to their Steward. The Employee may alternatively submit the grievance to the Union, through the Alternate Steward, Local 2484 Representative or National Representative.

The Union will provide the Supervisor or Assistant 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 Assistant Supervisor or 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 Day Care's Board of Directors. The Union's submission of the grievance to 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 Day Care shall provide its response to the grievance in writing within thirty (30) calendar days after the date it was submitted at Step 3.

9.06 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 Day 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.

9.07 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.

9.08 Location of Meetings

Except where the parties otherwise agree they will hold meetings under the grievance procedure at the Day Care. 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.

9.09 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.

Article 10 – Arbitration

- 10.01 If a grievance under this Collective Agreement has not been settled or withdrawn, either party may, within thirty (30) calendar days after the response was due at Step 3 of the grievance procedure in Article 9, give written notice to the other party of its intention to refer the matter to arbitration before a single arbitrator under this Collective Agreement.
- 10.02 After delivery of a notice to arbitrate has been delivered under Article 10.01, the parties shall endeavour to appoint a mutually acceptable arbitrator within thirty (30) days.
- 10.03 If the parties cannot agree to the appointment of the arbitrator within thirty (30) calendar days after delivery of a notice to arbitrate a grievance under Article 10.01, either party may apply to the Minister of Labour to appoint a single arbitrator.
- 10.04 An arbitrator appointed under this agreement shall hear the grievance and shall render a decision to uphold or to dismiss the grievance in part or in its entirety.
- 10.05 The arbitrator's decision shall be final and binding on the Parties.
- 10.06 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. However, in a matter of Employee discipline, an arbitrator shall have the authority to substitute a different penalty on terms the Arbitrator deems just and equitable on the evidence and merits of the case under adjudication.
- 10.07 An arbitrator may adjust a time limit for taking a step in the grievance procedure or under this article where the arbitrator determines it just and equitable to do so.
- 10.08 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.

Article 11 – Discipline

11.01 Burden of Proof

The Day Care 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 Day Care.

11.02 Warning

A record of disciplinary action shall be in writing and placed in the Bargaining Unit Employee's file. The Day Care shall provide the affected Employee with a copy of the disciplinary record being placed in their file.

The disciplinary warning shall include the reasons for the discipline.

11.03 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 Day Care 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 and a clear 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 Day Care requires.

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

11.04 Copy of Warning to Steward

The Day Care 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").

11.05 Steward Representation

Subject always to the safe operation of the Day Care, 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 co-ordinator from CUPE Local 2484 or CUPE National representative to attend.

11.06 Meetings

Subject always to the safe operation of the Day Care, where the Assistant Supervisor or 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 she may request the attendance of the Steward (or the Alternate Steward) at the meeting. The Day 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.

11.07 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 Day Care.

11.08 Disciplinary Records

A record of prior discipline will not be considered for the purpose of the imposition of subsequent discipline against an Employee, if the Employee's record remains free from discipline during the eighteen (18) months during which the Employee is actively working at the Day Care immediately following the date of the prior disciplinary action.

For clarification, in sub-article paragraph an Employee will not be considered actively working at the Day Care during a leave of absence that lasts one month or more.

11.09 Lesser Standards of Just Cause – Probationary Employees

The parties agree a lesser standard of just cause shall apply to Probationary Employees. The Day Care shall have just cause to release a Probationary Employee at any time during the probationary period from their employment with the Day Care where the Day Care 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 Day Care.

Article 12 – Seniority

12.01 Seniority Defined

- a) For Full-time and Regular Part-time Employees who have passed probation, seniority refers to the length of employment calculated from the Employee's most recent start date of employment with the Day Care as a Full Time or Regular Part-time Employee (as the case may be).
- b) For Casual Employees there shall be a list that confirms the date on which they became a Casual Employee under this collective agreement.
- c) For clarification, Temporary Employees shall not be considered to accumulate seniority under this Agreement. The seniority of a Temporary Employee who later becomes a Full-time or Regular Part-time Employee and has passed probation shall be calculated in accordance with Article 12.01 a).

12.02 Seniority Lists

- a) The Employer shall maintain a seniority list for Full-time and Regular Part-time Employees. The respective list shall show the seniority dates of Full-time and Regular Part-time Employees.
- b) The Employer shall maintain a separate seniority list for Casual Employees. The seniority of Casual Employees will be applied to the following provisions of the Collective Agreement, with the understanding that nine hundred and ten (910) hours will equal 1 year. Where more than one Casual Employee applies for a job posting, the relative seniority of the respective of Casual Employees will be considered in accordance with 13.04.
- c) Casual Employees' seniority will be applied to the posting provisions [Article 13]. In the event a casual Employee posts into a full –time or regular part time position, they will be placed at the bottom of the seniority list of the Full-time and Part –time employees.
- d) The Day Care shall in January every year post up-to-date seniority lists and send an electronic copy of the lists to the Local Union 2484. The Employer shall post the seniority lists on a bulletin board at the Day Care.

12.03 Reference Checks

All employment at the Day Care for a new employee is conditional upon the Employee consenting to a criminal reference inquiry and receiving a satisfactory criminal reference report and having a valid up-to-date Standard First Aid/CPRC certificate.

12.04 Offers of Employment

All offers of employment at the Day Care shall be conditional upon the Employee meeting the health requirements established from time to time under the Child Care and Early Years Act, 2014. These currently include the requirement to show up-to-date immunization and negative TB (tuberculosis) test result in the form reasonably required by the Day Care.

12.05 Employee Addresses and Contact information

It is the responsibility of the Employee to provide the Day Care with written confirmation of any change in contact information including address, mobile phone number and email address that they wish to have the Day Care keep in their personnel file.

12.06 Probation

All newly hired Full time, Regular Part-time and Temporary Employees shall be on probation for a period of six (6) months calculated from the date they start employment with the Day Care or until the Day Care has received and has had reasonable time to consider the results of the Employee's criminal reference inquiry, whichever is longer.

All Casual Employees shall be considered to be on probation for the first nine-hundred and ten (910) hours worked, calculated from the date they were first added to the list of Casual List, unless the Employee has previously passed probation as a Full-time Employee, Part-time Employee or Temporary Employee.

12.07 Loss of Seniority

An Employee with seniority under this Agreement shall lose their seniority and employment with the Day Care shall cease for any of the following reasons if they:

- a) Quit voluntarily and do not withdraw their resignation in writing within five (5) calendar days of the date on which the Employee quits or has given notice of their intention to resign;
- b) Are absent from work without authorization or reasonable justification for three (3) calendar days;
- c) Do not return to work immediately upon the expiry of a leave of absence;
- d) Are dismissed for cause, and the dismissal is not reversed through the grievance procedure or an arbitration under this Collective Agreement;
- e) Are laid off as a result of lack of work and fail to return to work within seven (7) calendar days from the date on which the Day Care has sent notice of recall to the Employee by email or courier or express post to the address listed in the Employee's personnel file at the Day Care;

- f) Are laid off as a result of lack of work and not recalled within the 52-week period following the date of the lay off;
- g) Are absent from work for reasons of illness or injury for a period of at least 24 months and there is no reasonable prognosis that, given her medical restrictions, the Employee will be able within the reasonably foreseeable future to carry out the essential duties of her position with reasonable accommodation determined in accordance with the Human Rights Code; or,
- h) Voluntarily retire from their employment.

12.08 Casual List Removal

In addition to the above, a Casual Employee will be deemed to have quit voluntarily and shall be removed from the Casual List if eighteen (18) months have elapsed since the last time she worked at the Day Care.

Article 13 – Position Postings

13.01 Vacancies

- a) When a vacancy of a Full-time position, a Regular Part-time occurs or a new position is created inside the bargaining unit, the Employer shall promptly notify the Union in writing and post the vacancy on the bulletin board.
- b) Where, based on information provided to the Day Care, a vacancy of a Temporary position is anticipated to last more than three-months (“Extended Temporary or Contract”) the Employer shall promptly notify the Union in writing and post the vacancy on the bulletin board. For clarification, the Day Care will not be required to post a temporary vacancy to cover a Full-time or Part-time position of an incumbent who is away for reasons of illness or injury, until the incumbent provides the Day Care with written confirmation from their treating physician that her absence is likely to exceed three (3) months in duration.
- c) The Day Care shall post notice of a vacant Full-time, Part-time or Extended Temporary position on a bulletin board for a minimum of one (1) week.
- d) The Day Care shall make reasonable and diligent efforts to fill a posted vacancy within 8 weeks of the date it is posted.

13.02 Information in Postings

Posted notice of a vacancy in the Bargaining Unit shall include the following information:

- a. Nature of Position
- b. Qualifications for the Position
- c. Required skills and credentials – including experience, knowledge, training or education
- d. Pay rate

Postings shall also indicate an anticipated initial room assignment and shift, both of which are subject to change in accordance with operational needs of the Day Care.

The Day Care shall make room and shift assignments based on bona fide operational considerations and agrees that it shall not make room assignments in an arbitrary manner.

All job postings shall state, "The Day Care is an equal opportunity employer".

The qualifications will be established based on the bona fide operational requirements of the posted position.

13.03 Advertisement of Postings

The Day Care may advertise a posting externally after notice of the Vacancy has been posted in accordance with this Collective Agreement. The Day Care will review applications from existing Employees before it offers employment in the posted position to an external candidate.

13.04 Role of Seniority

In selecting a candidate for a posted vacancy, the Day Care will consider the skill, ability, qualifications and experience and seniority of the applicants.

Where skill, ability, qualifications and experience of the candidates are relatively equal, the Day Care shall select the candidate with the most seniority.

Article 14 – Layoff and Recall

14.01 Definition of Lay-off

A layoff shall be defined as a permanent reduction of an employee's regular hours of work due to lack of work or a temporary reduction in the employee's regular hours of work due to lack of work.

14.02 Order of Layoffs

In the event of a layoff, the Day Care shall lay Employees off in reversed order of seniority (most junior first), provided the remaining employees have the skill and

qualifications to meet the operational needs of the Day Care in accordance with the requirements of the Child Care and Early Years Act, 2014.

14.03 Recalls

In the event of a recall, provided the laid off Employee possesses the necessary qualifications, experience and skills for the position, the Day Care shall recall Employees with seniority in order of seniority (that is, most senior first).

14.04 Hiring During Layoff

The Day Care shall not hire Temporary Employees to avoid recalling a Regular Part-time or Full-Time employee who has been laid off and has not lost their seniority under this Agreement and who has the necessary qualifications, skills and experience to fill the position in question.

14.05 Supply Opportunities for Laid Off Employees

An Employee who has been laid off may make themselves available in accordance with the procedures under this Collective Agreement for Casual Employees will be offered casual hours/work in accordance with this Collective Agreement. Where the Day Care informs a laid-off employee of available casual hours/work under this sub-article, the employee shall not be considered to have been recalled and may decline the opportunity without affecting their right of recall under article 14.03 of this Collective Agreement.

14.06 Notice of Layoff

Unless legislation is more favourable, the Centre shall provide an affected employee fifteen (15) calendar days notice of a temporary or permanent lay off due to a projected or anticipated reduction in the number of children enrolled at the Day Care. The Centre will provide three (3) days' notice of a temporary layoff that is not due to a projected or anticipated reduction of children enrolled at the Day Care.

The Day Care shall give written notice of a lay off that constitutes a termination under in the Employment Standards Act, 2000 ("permanent layoff") to an affected Employee calculated in accordance with the requirements of the Employment Standards Act, 2000, or successor legislation in force at the time the notification is given of the layoff.

If the Centre has not provided notice as required under the Employment Standard Act, 2000 to an affected employee, it shall pay the employee statutory termination pay in accordance with the Act if the Employee waives their right to recall or has lost their seniority and right to recall under Article 12.07 (e) or (f). For clarification, where the Centre has provided pay in lieu of notice in advance of a temporary or permanent layoff under this Article, it shall be calculated on the Employee's regularly scheduled hours of work and shall count toward the Centre's obligation to provide statutory termination pay.

Provided the Full-time Employee and Part-Time employees who regularly work twenty (20) or more hours per week continues to pay their share of the premiums for the insured group benefits plans in which they participate, the Day Care shall continue to make its premium contributions to the insured group benefits plans for Full-time Employees and Part-Time employees who regularly work twenty (20) or more hours per week on lay off until i) the date the Full Time Employee waives their right to recall or ii) the date they have lost seniority and right to recall under Article 12.07 (e) or (f), which ever comes first.

14.07 Closure Notice to Union

Where an anticipated permanent closure of the Day Care is planned by the Day Care's Board of Directors, the Day Care shall notify the Union promptly in writing of the planned permanent closure. Upon the Union's request, the parties shall meet at a mutually agreeable time as soon as is reasonably possible to review and discuss the situation.

Article 15 – Hours of Work

15.01 Hours of Work

The regular weekly working hours for a Full-time Employee shall be up to 40 hours per week, but this shall not be considered a minimum or a maximum.

15.02 Shifts and Schedules

The Day Care shall establish shifts and schedules from time to time based on bona fide operational considerations. The shift or schedule of any Full-time Employee, Part-time Employee or Temporary Employee may be adjusted for bona operational reasons. Except where advance notification is not feasible in the circumstances, the Day Care will provide a Full-time, Part-time or Temporary Employee two (2) weeks where the change in shift or schedule is anticipated to be of an ongoing nature.

15.03 Breaks

- a) Except on the day that the Employee is on a field trip, an Employee who is scheduled to work eight (8) hours in a shift will be entitled to a half-hour (1/2 hour) meal-break and two (2) paid fifteen- (15-) minute breaks for that shift.
- b) Except on the day that the Employee is on a field trip, an Employee who is scheduled to work more than six and a half (6.5), but fewer than eight (8) hours in a shift will be entitled to a half-hour (1/2 hour) meal-break and one (1) fifteen- (15) minute break for that day.
- c) An Employee who is scheduled to work more than five (5) but fewer than six and a half (6.5) hours in a shift will be entitled to a half-hour (1/2 hour) meal-break.

- d) It is agreed that, except as provided below, meal-breaks and (if applicable) breaks under this article will be paid breaks.
- e) Meal-breaks and (if applicable) breaks under this article shall all be taken in one block of time during the lunch period in accordance with the Day Care's established practice.
- f) The Day Care may require that Employees remain at the Day Care during their meal-breaks and (if applicable) breaks in order for the Day Care to comply with legislated staffing ratios under the Child Care and Early Years Act, 2014.
- g) On a day an Employee is on a field trip, the Employee shall be entitled to a paid half-hour (1/2-hour) meal-break to be taken prior to or after the field trip in accordance with the Day Care's established procedure and will not be entitled to additional paid break time on that shift.

15.04 Late Pick-up

- a) In the event a child is picked up after the established closing time, staff will record the time that the child was picked up in a "late fee log book" and have the parent sign or initial the pickup time. The Employer will address any late pick-up fees directly with the parents/families.
- b) Employees will be compensated at the rate of pay under the Collective Agreement (at the applicable straight time or overtime rate as the case may be) to the nearest quarter hour of the time of the late pick-up of a child, so long as such amount of time is not less than the actual amount of time worked. For example, if a child is picked up at 6:03 p.m., the Employee would be paid until 6:15 p.m. If a child is picked up at 6:15 p.m., the Employee would be paid until 6:15 p.m.
- c) Late closing shall be in a designated room by at least two (2) Employees. Employees who regularly work with the late child(ren) shall meet in the designated late closing room.

15.05 Program Time

- a) The Day Care will provide Full-Time and Regular Part-time Employees: one (1) hour per week in the team sessions for the three teams (i.e., one team per age group). For clarification, program time under this article 15.05 is not and will not be provided during the March School Break, period of school closure during the School Christmas Break, and the months of July and August.
- b) Full time and Regular Part-time Employees in a RECE position will be allowed 2 hours per week for programming and child development documentation, except during the March School Break, the School Christmas Break, and the months of July and August when 1 hour per week will be allowed for child development documentation.

- c) If an employee makes a special written request to the attention of the Supervisor or the Assistant Supervisor with respect to program-related activities, the Employer may approve the request and authorize and provide any necessary time for the approved program-related activities outside of regular programming time.

15.06 Designate In-Charge

The Day Care may appoint an Employee as the "Designate In charge" as it determines may be advisable or required in the circumstances. Where the Designate in Charge is appointed for longer than two (2) hours on a given day, the Designate in Charge will receive premium pay of \$2.00 per hour for hours spent as the Designate in Charge on that day, rounded up to the nearest half (1/2) hour.

Article 16 – Overtime

16.01 Overtime Rate

Employees who work more than forty (40) hours per week shall be compensated in the following manner:

- a. overtime work in excess of forty (40) hours per week but less than forty-four (44) hours per week shall be compensated at straight time.
- b. overtime work shall be compensated at a rate of time and one-half (1 1/2) for all hours worked in excess of forty-four (44) hours per week.

16.02 Overtime

Subject to the operational needs of the Day Care and where practical given the requirements of the Child Care and Early Years Act, 2014, overtime will be canvassed by asking first for volunteers from those Employees at work at the Day Care. If an insufficient number of Employees in attendance volunteer for overtime required, the Day Care shall direct the most junior Employee in attendance at the Day Care, who is qualified to perform the work required, to stay in order to work the overtime required.

16.03 Lieu Time

Where it is mutually agreed by the Employer and the employee, the Day Care will compensate the Employee for overtime worked by providing the Employee with lieu time off with pay based on the rate applicable for the overtime worked at a time mutually agreed upon by the Day Care and the Employee.

Article 17– Paid Holidays

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (August)
- Labour Day
- Thanksgiving Day
- December 25
- Boxing Day

In addition to the above, the Employer shall during the term of this Collective Agreement recognize any day not listed above which is proclaimed and comes into force as a paid statutory holiday under provincial or federal legislation.

National Day for Truth and Reconciliation

Unless and until the Province of Ontario establishes a public holiday under provincial legislation that corresponds with the National Day for Truth and Reconciliation for September 30 or any other date, the Centre shall pay employees a premium rate at double their regular hourly rate ("premium rate") for hours they work on the National Day for Truth and Reconciliation.

If for 2024 or in any future year, the Province of Ontario establishes a public holiday for truth and reconciliation day or similar day of recognition ("Provincial Recognition Day"), the legislated rules for the Provincial Recognition Day shall prevail and the requirement to pay a premium rate for the National Day for Truth and Reconciliation shall end in that year and thereafter no longer apply.

Subject to the above clarification, in addition to the above, the Employer shall during the term of this Collective Agreement recognize any day not listed above which is proclaimed and comes into force as a paid statutory holiday under provincial or federal legislation. For further clarification the parties affirm that the list of paid holidays does not include Remembrance Day.

17.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted paid holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, one (1) other day, mutually agreed upon by the Union and the Employer, shall be deemed to be the Holiday for the purpose.

17.03 Religious Holidays

Employees may use up to two (2) paid personal days of leave (under Article 21.01) for time off to observe a religious holiday. Alternatively, at their option, staff may use accrued vacation pay or take unpaid leave for the purpose of time off to observe a religious holiday.

Article 18 – Vacations

18.01 Vacation Formula

- a) Vacation with pay for Full time Employees will be in accordance with the following table:

Duration of Employment	Days off per year
From the start date up to the end of the 5 th year of employment	15
After 5th year up to the end of the 10 th year of employment	20
After the completion of the 10th year of employment.	25

- b) Regular Part time Employees shall accrue vacation pay at the rate of 6% of wages, which sum shall be paid to them together with their regular pay issued on the Day Care's usual payroll cycle.
- c) Casual Employees and Temporary Employees shall accrue vacation pay at the rate of 4% of wages, which sum shall be paid to them together with their regular pay issued on the Day Care's usual payroll cycle. After a Casual Employee has completed five (5) years of employment with the Day Care, their vacation pay shall accrue and be paid at the rate of 6% of wages.

18.02 Vacation Year

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.

18.03 Scheduling Vacations

- a) Generally, Employees shall submit their vacation requests at least three (3) weeks in advance of the requested vacation time off. Except in cases of emergency, the Centre will not approve single-day vacation requests that coincide with a school Professional Development Day (PA or PD Day). The School March Break shall remain as a week in which vacations will not be granted.
- b) The Day Care may limit the number of vacation approvals of Employees at any one time. Generally, no more than one Employee per program will be granted vacation approval for the same time.
- c) Employees may not take vacation time off without the prior approval of the Day Care.
- d) Employees who wish to request vacation during the months of July and August ("Summer Months"), shall submit their request to the Day Care in advance between February 1 and March 15.
- e) Request for vacation time off outside Summer Months will be considered by the Day Care on a first-come/first served basis.
- f) 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 Day Care 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 Day Care. During Summer Months, the Day Care may limit vacation time off to two (2) weeks.
- g) The Day Care shall post the vacation schedule for the Summer Months on or before April 30.

18.04 Vacation - Carry Forward

Employees are expected to take vacation time off during the year in which their vacation pay accrues. With written approval of the Day Care, Employees may carry over up to one (1) week of vacation time off from one year to the next. Any vacation pay carried forward under this Article must be used within the first four (4) months of the year in which the vacation pay accrued. If an employee does not schedule their vacation then the employer may schedule it provided the employee is given written notice of the Employer's intent to do so.

18.05 Compensation for Holidays Falling Within Vacation Schedule

If a paid 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.

18.06 Hospitalization During Vacation

If an Employee is admitted to hospital while on vacation, she may substitute any available paid personal/sick leave days for the days during which she is 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.

18.07 Vacation – Unpaid Leave

Employees shall not accrue vacation pay while on an unpaid leave that lasts longer than one (1) month.

18.08 Vacation Pay on Termination

On termination of employment for any reason, an Employee shall be paid all unused vacation pay that the Employee has accrued up to the date of termination within thirty (30) days of the date of termination.

If an Employee is terminated, the Employer reserves the right to deduct from the Employee's final pay-check an amount equal to the unearned vacation leave taken by the Employee.

18.09 Vacation Records

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

Article 19 – Sick/Personal Leave

19.01 Sick and Personal Leave Defined

- a) An Employee who is medically unable to perform their duties due to illness or injury, will be entitled to sick leave upon notification as soon as reasonably possible to the Supervisor or Assistant Supervisor of the need to take sick leave. Upon the Employer's request, an employee shall provide the Day Care with evidence reasonable in the circumstances to support the employee's sick leave.
- b) An Employee who is unable to attend work because they must attend to the medical needs of their child, spouse (including common law spouse) or parent will be entitled to personal leave if the Employee has provided evidence reasonable in the circumstances to support the leave requested.

- c) An Employee may also request and take personal leave to attend a non-emergency scheduled medical or dental appointment or other personal reason, provided the request for this purpose is submitted in writing at least 3 working days in advance to the Day Care's Supervisor or Assistant Supervisor.

19.02 Sick/Personal Leave Credits Accrual

- a) A Full-time Employee shall accrue a credit of one and one quarter (1.25) days pay per month up to a maximum of fifteen (15) days per year, which shall be applied either to approved sick leave or personal leave days granted by the Day Care. For clarification the total number of paid sick and paid personal leave days combined per year for a Full-time Employee shall not exceed fifteen (15).
- b) A Part-time Employee shall accrue a credit of one and one quarter (1.25) days per month up to a maximum of fifteen (15) per year, which shall be applied to approved sick leave or personal leave days granted by the Day Care. For clarification the total number of paid sick and paid personal leave days for a Part-time Employee shall not exceed fifteen (15) days.
- c) Paid leave under this Article shall not attract a premium where the day of leave falls on a statutory holiday.
- d) Sick leave credits do not accrue during a period of lay off or leave of unpaid leaves of absence of longer than one (1) month's duration. While Sick/Personal Leave credits do not carry a cash value, for clarification, a Part-time or Full-time Employee on layoff will not forfeit sick-credits that have accrued under this Collective Agreement and shall retain those credits if they are recalled within the calendar year in which the layoff occurs.

19.03 Unused Sick/Personal Leave Credits

- a) Within 30 days before the end of a calendar year, the Day Care shall pay 50% of the unused credits accumulated by Full and Part-time to those Full and Part-time Employees employed with the Day Care as of December 31st of that year. Paid Sick/Personal Leave Credits shall otherwise have no cash value and shall not be paid out during employment or upon termination of employment of a Full or Part-Time Employee for any reason.
- b) There shall be no carry forward of unused accrued sick/personal leave credits from one calendar year to the next.
- c) If more sick/personal days have been taken than were accrued, the Day Care may deduct the equivalent monetary amount from the Employee's final pay.

19.04 Medical Restrictions May Be Requested

Where an Employee has been absent from work and has requested more than ten (10) days sick leave in a calendar year, they shall upon request provide the Day Care a certificate from their treating physician setting out all relevant medical restrictions and prognosis for their estimated duration.

Article 20 - Paid Bereavement Leave

21.01 A Full time, Part-time or Temporary Employee will be entitled to three (3) days paid bereavement leave in accordance with this Collective Agreement if a "Family Relative" dies.

In this sub-article, Family Relative shall mean the following:

- a. grandparent
- b. parent or the parent of the Employee's spouse
- c. spouse (including common-law spouse),
- d. sibling (i.e. brother or sister)
- e. child or step – child
- f. grandchild
- g. fiancé(e)
- h. or any other relative who was residing in the same home as the Employee at the time the relative died.

21.02 If the funeral of the deceased Family Relative occurs outside the province of Ontario, and the Bargaining Unit Employee travels to attend the ceremony, the Day Care shall, upon request of the bereaved Full time, Part-time or Temporary Employee, extend the Employee's paid bereavement leave by 2 additional days. The total paid bereavement leave shall not exceed five (5) working days.

Article 21 - Statutory Leaves

21.01 Statutory Leaves - List

Employees shall be entitled to leaves that are prescribed in the *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 ease of reference, those leaves are referenced below:

- a) Pregnancy, Parental and Adoption Leave

- b) Family Medical Leave
- c) Organ Donor Leave
- d) Critical Illness Leave
- e) Child Death Leave
- f) Crime Related Child Disappearance Leave
- g) Emergencies and Declared Emergencies Leave
- h) Reservist Leave
- i) Sick Leave
- j) Family Responsibility Leave
- k) Bereavement Leave
- l) Domestic or Sexual Violence Leave

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

21.02 Pregnancy, Parental and Adoption Leave

- a) The Day Care shall grant pregnancy and parental leave without pay to a Bargaining Unit Employee in accordance with the requirements of the *Employment Standards Act, 2000*.
- b) A Bargaining Unit Employee who is seeking to take a pregnancy or parental leave or is seeking to return to work after the expiry of a pregnancy shall notify the Day Care in accordance with the requirements of the *Employment Standards Act, 2000*.
- c) A Bargaining Unit Employee who does not intend to work after the expiry of a pregnancy or parental leave, shall notify the Day Care in accordance with the requirements of the *Employment Standards Act, 2000*.
- d) A Bargaining Unit Employee shall have the right to return to work after the expiry of a pregnancy/parental leave in accordance with the *Employment Standards Act, 2000*.

21.03 Provisions Not to be Stacked

The Parties agree that the provisions for paid leaves under this Collective Agreement include and provide a greater right or benefit than the provisions of the *Employment Standard Act, 2000*. If they do not, the Parties agree that the provisions of the *Employment Standards Act, 2000* shall apply in place of and not in addition to the provisions of this Collective Agreement.

Employees shall be entitled unpaid leaves in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time. Where an employee takes a paid or unpaid leave under this Collective Agreement in circumstances where they are entitled to a leave under the *Employment Standards Act, 2000*, the employee shall be deemed to have taken the leave under the Act.

Article 22 – Other Leaves

22.01 Jury or Court Witness Duty Leave

Where an Employee is required to be away from work in order to comply with a summons to jury duty or to be a witness in a court proceeding, the Day Care shall grant the Employee a leave of absence without loss of benefits or seniority for the period of time the Employee is required to be away from work in order to comply with the summons. The Employer shall continue to pay the Employee's regular wages during this leave of absence for up to two (2) weeks. Should the leave continue beyond two (2) weeks, the remaining leave shall be unpaid.

An Employee who is subject to summons for jury duty shall provide the Centre with a copy of the summons promptly after it is received. As well the Employee shall provide the Centre with written confirmation from the court showing the days the Employee was in attendance to comply with a jury notice or serve on a jury as the case may be. In addition, the Employee shall provide written confirmation of the date on which they were released from their obligation to attend under a jury notice or as a juror. The Employee shall remit to the Centre the amount that the Employee received in as conduct money with respect to the two-week period during which the Centre paid the Employee's regular wages under this Article.

For clarification, the Employee's leave under this article shall end and the Employee shall return to work on the next regular work-day immediately following the date on which the Employee is released from the requirement to attend court under a jury notice or as a juror.

22.02 Emergency, Moving and Citizenship

A Full time, Part Time or Temporary Employee shall be allowed during the term of this Collective Agreement a one-time unpaid single day of absence to attend to a household emergency for any of the following reasons:

- a) Household emergency;
- b) To move their household; or,
- c) To attend a Formal Hearing to become a Canadian Citizen.

22.03 Discretionary Leave

A Full-Time or Part-Time Employee may apply for a leave without pay for a period of up to three (3) months. The request for a leave under this sub-article shall be made in writing and shall state the reason or purpose of the leave requested. The Day Care shall give due consideration to the leave requested and may exercise its discretion to grant or deny the request. During a leave under this sub-article, the Employee shall pay the cost of benefits coverage for the benefits plans in which they participate.

22.04 Leave of Absence for Full - Time Union or Public Duties

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

- a) An Employee who is elected to public office shall be allowed leave of absence without pay or benefits, but with no loss of seniority, during their term(s) of office.
- b) An Employee who is elected or selected for full/part-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay or benefits, but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.
- c) Upon written request made at least 30 days in advance, an Employee elected or appointed to represent the Union at a convention or conference shall be allowed an unpaid leave of absence for up to a maximum of 5 days.

22.05 General - Leave Without Pay

An Employee is not entitled to any leave with pay during periods when they are on leave without pay.

Article 23 – Payment of Wages

23.01 Payroll Administration

The Day Care shall pay wages of employees on a regular bi-weekly basis at the applicable rate in accordance with the wage grid attached as Schedule A.

The Day Care shall pay wages by way of direct electronic deposit to the respective employee payroll accounts at their deposit-taking financial institution (i.e. bank, trust company, or credit union) licenced in Canada or Ontario. All employees shall provide the Day Care with the information necessary for the Day Care (or third-party provider) to administer the direct electronic direct deposit of their wages.

23.02 Temporary Assignment to Lower Rated Job

Where a Bargaining Unit Employee is temporarily assigned to a lower-rated classification, they shall continue to receive their regular rate on the Wage Grid.

Article 24 – Job Descriptions/Classifications

24.01 Job Description

The Employer has provided job descriptions for existing bargaining unit positions to the Union. The Day Care shall provide the Union with a copy of a revised job description, if it is updated or if a new position is created.

24.02 Existing Classifications

Classifications listed on Schedule A (Wage Grid) shall not be eliminated without prior agreement with the Union.

24.03 Classification of Positions

The Bargaining Unit Positions will be classified and be placed on the Wage Grid.

If the parties do not agree to the classification of a newly established position, the classification of a materially revised job description for a pre-existing position, or the wage rate for a newly created classification, either of the parties may refer the matter of the classification of the position or the wage rate applicable to a new classification to grievance arbitration under this Collective Agreement.

24.04 Designated ECE

The parties recognize that any Bargaining Unit Employee with RECE credentials may as part of their established duties be designated as the responsible RECE at the Day Care for the purposes required under the Childcare and Early Years Act, 2014 (Designated RECE).

Article 25 – Insured Group Benefits and WSIB

25.01 The Employer shall arrange for and pay its share (70%) of the premiums for insured group benefits plan coverage for Full-time Employees and Regular Part time Employees who regularly work twenty (20) hours or more per week for those plans listed in Schedule B.

25.02 Participating Full time Employees and Regular Part time Employees who regularly work twenty (20) hours or more per week shall pay their share of premiums (30%) for insured group benefits plan coverage under those plans listed in Schedule B.

25.03 For clarification, only Full-time Employees and eligible Regular Part time Employees as defined in Article 25.01 who have passed probation are eligible to participate in the Insured Group Benefits Plan.

25.04 The Day Care may change insurance carriers from time to time provided the group benefits coverage remains substantially the same as the coverage under the existing group plan.

- 25.05 The administration of the group insured benefits plan is the responsibility of the plan's insurance carrier. Entitlements to any particular benefit under any of the insured group benefits plan are subject to and shall be governed by the applicable insurance policy.
- 25.06 The Day Care's sole responsibility with respect to the insured group plan shall be to pay its share of the premiums required and deduct and remit employee-share of premiums on a timely basis for the duration of this Agreement.
- 25.07 The Centre is and agrees to remain an employer registered with the Workplace Safety and Insurance Board (WSIB) under the Workplace Safety and Insurance Act (WSIA).

Article 26 – Health and Safety

26.01 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").

26.02 Safety Equipment

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

26.03 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.

26.04 Health and Safety Committee Participation

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

26.05 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.

26.06 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 27 – College of Early Childhood Credentials

27.01 RECE Credentials

Employees, who are working in a position in which accreditation as a Registered Early Childhood Educator and membership in the College of Early Childhood Educators is required, shall as a condition of employment maintain their CECE credentials and membership in the College of RECE's in good standing.

No RECE employed by the Day Care shall engage in conduct that contravenes a condition of their licence. And the Day Care shall not require an Employee to engage in conduct that contravenes a condition of their licence.

27.02 RECE Restriction/Suspension/Revocation

If the College of ECE revokes, suspends, or restricts the license of a Bargaining Unit Employee pending an investigation, the Day Care will, absent just cause for discipline, give bona fide consideration to the circumstances and may, in its own discretion allow the Employee a leave of absence or lay off the Employee for up to one (1) year without pay pending the outcome of the investigation and determination of the matter by the College.

If the College of ECE subsequently fully reinstates the licence of the Employee within the year following the revocation, suspension or restriction of the Employee's licence, the Day Care will recall the employee, unless the circumstances giving rise to the suspension or layoff under this article 27.02 otherwise constitute just cause for dismissal.

27.03 Payment of RECE Dues

Centre agrees to reimburse Full time and Part Time Employees who are registered RECEs for the cost of annual registration fees paid to the College of Early Childhood Education up to a maximum of \$160 per year.

Article 28 – Professional Development –

28.01 Professional Development – Dollar amount – Monetary Item

The Day Care will make available for each Full-time and Part-time Employee up to the amount of \$ 500 per calendar year for the purpose of covering the employee's tuition or program registration for professional development initiatives

attended by the employee, which have been approved in advance by the Day Care in writing.

Unused Professional development funds will not carry forward from one calendar year to the next or after the expiry of this Agreement and shall have no cash value for an Employee upon the cessation of their employment with the Day Care for any reason.

28.02 Vulnerable Sector

Day Care will continue its current practice for Vulnerable Sector (“VS”) checks – it will pay for vulnerable sector check if it requests one. Legislation requires check if last VS report is more than six months old, but Day Care retains discretion to require one for any new Employee. Current practice is that if Day Care commissions report, the original stays with the Day Care; if candidate presents a valid true copy of an acceptable report that is less than 6 months old, Day Care keeps the copy the candidate keeps the original.

28.03 First Aid/CPR Training

Day Care will continue current practice regarding First Aid/CPR Training – it will pay fees associated with course tuition and arranges date and location for the training. Full-time, Regular Part-time Employees shall attend the training on their own time if they participate; or if they choose not to, they shall arrange and obtain the training on their own time with the Day Care to reimburse them for the course tuition cost up to a maximum of \$100.

Temporary and Casual Employees are welcome to attend the Center’s First Aid/CPR training sessions under this article and will pay 50% of the course tuition costs per person up to a maximum of \$50.00. If Temporary or Casual Employees arrange their own First Aid/CPR Training, they will be eligible for reimbursement for tuition costs they incur up to a maximum of \$50.00.

Article 29 – Present Conditions and Modifications

29.01 Present Conditions

All rights, benefits, privileges, practices and working conditions which Bargaining Unit Employees enjoy as of the effective date of this Collective Agreement, receive or possess shall continue, in so far as they are consistent with this Collective Agreement, unless modified in writing by mutual agreement between the Employer and the Union.

29.02 Modifications

This Collective Agreement may only be amended by parties by mutual agreement which has been reduced to writing and signed by the President and

Treasurer of the Day Care on authorization from the Board of Directors of the Day Care and an authorized representative of the Union and the Union Steward (or Alternate Steward).

Article 30 – Bulletin Board and References

- 30.01 The Employer shall provide a bulletin board, which shall be placed so that all Employees will have access to it. There shall be a separate bulletin board on which the Union may, with the approval of the Day Care, post notices of Union meetings or other information intended for the benefit of the Bargaining Unit. The Day Care will not unreasonably withhold permission from the Union to post notices on the bulletin board.
- 30.02 On termination of employment for any reason, the Employer shall provide the terminated Employee a letter of reference stating duration of service and position(s) held with the Day Care upon request.

Article 31 – Duration of Agreement

31.01 Term of Agreement

Upon ratification, this Collective Agreement shall be effective as of the date of ratification and remain in force until December 31, 2024, and shall continue to remain in force from year to year thereafter, unless either party gives timely notice to the other in writing of a desire to terminate this Collective Agreement or negotiate a timely renewal of this Collective Agreement.

31.02 Notice to Terminate/Negotiate Renewal

A party wishing to terminate or negotiate a renewal of this Collective Agreement shall give written notice of its desire to do so within ninety (90) calendar days prior to the expiry of the term of this Collective Agreement, or as the case may be, the end of a year in which this Collective Agreement has continued to remain in force.

31.03 Collective Bargaining Meeting

If a party has given notice to terminate or negotiate a renewal under article 31.02 and wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than twenty-one (21) calendar days after the written request has been given, unless otherwise agreed to by both parties

6/7/2024

Signed by the Parties on _____, _____, 2024

For the Employer (signatures below)	For the Union (signatures below)
DocuSigned by: <i>Christine Roberts</i> 6BEE9574EDB04D0...	DocuSigned by: <i>Tracy Jones</i> A889E95C0E2E475...
DocuSigned by: ... 586B76C1978E49B...	DocuSigned by: <i>Julie Howard</i> 5B6E88BC6280428...
	DocuSigned by: <i>Nedra McDonald</i> 273C12071FB2434...

Schedule A – Wage Grid**Balmy Beach Daycare Pay Scale 2023**

All category staff salary wage Increase 5.50%

Daily hours of work 8.0

Assistant Part Time	Wage Increase Salary	5.50% Increase	Subtotal	Vacation 0%	Total
1st Year	20.24	1.11	21.35 -		21.35
2nd Year	20.75	1.14	21.90 -		21.90
3rd Year	21.27	1.17	22.44 -		22.44
4th Year	21.79	1.20	22.99 -		22.99
5th Year	22.31	1.23	23.54 -		23.54

ECE/RECE	Wage Increase Salary	5.50% Increase	Subtotal	Vacation 0%	Total
1st Year	24.86	1.37	26.23 -		26.23
2nd Year	25.38	1.40	26.77	-	26.77
3rd Year	25.90	1.42	27.32	-	27.32
4th Year	26.42	1.45	27.87 -		27.87
5th Year	26.94	1.48	28.42 -		28.42

Cook	Wage Increase Salary	5.50% Increase	Subtotal	Vacation 0%	Annual hours 2080 Total	Hourly
1st Year	43,879.17	2,413.35	46,292.53		46,292.53	22.26
2nd Year	44,958.66	2,472.73	47,431.39		47,431.39	22.80
3rd Year	46,038.15	2,532.10	48,570.25		48,570.25	23.35
4th Year	47,117.64	2,591.47	49,709.11		49,709.11	23.90
5th Year	49,132.34	2,702.28	51,834.62		51,834.62	24.92

Balmy Beach Daycare Pay Scale 2024

All category staff salary wage Increase 4.00%

Daily hours of work 8.0

Assistant Part Time	Wage Increase Salary	4.00% Increase	Subtotal	Vacation 0%	Total
1st Year	21.35	0.85	22.20 -		22.20
2nd Year	21.90	0.88	22.77 -		22.77
3rd Year	22.44	0.90	23.34 -		23.34
4th Year	22.99	0.92	23.91 -		23.91
5th Year	23.54	0.94	24.48 -		24.48

ECE/RECE	Wage Increase Salary	4.00% Increase	Subtotal	Vacation 0%	Total
1st Year	26.23	1.05	27.28 -		27.28
2nd Year	26.77	1.07	27.85 -		27.85
3rd Year	27.32	1.09	28.41 -		28.41
4th Year	27.87	1.11	28.98 -		28.98
5th Year	28.42	1.14	29.55 -		29.55

Cook	Wage Increase Salary	4.00% Increase	Subtotal	Vacation 0%	Annual hours 2080 Total	Hourly
1st Year	46,292.53	1,851.70	48,144.23		48,144.23	23.15
2nd Year	47,431.39	1,897.26	49,328.65		49,328.65	23.72
3rd Year	48,570.25	1,942.81	50,513.06		50,513.06	24.29
4th Year	49,709.11	1,988.36	51,697.48		51,697.48	24.85
5th Year	51,834.62	2,073.38	53,908.01		53,908.01	25.92

Balmy Beach Daycare July Pay Scale**2024**

All category staff salary wage Increase

0.25%

Daily hours of work

8.0

Assistant Part Time	Wage Increase Salary	0.25% Increase	Subtotal	Vacation 0%	Total
1st Year	22.20	0.06	22.26		22.26
2nd Year	22.77	0.06	22.83		22.83
3rd Year	23.34	0.06	23.41		23.41
4th Year	23.91	0.06	23.97		23.97
5th Year	24.48	0.06	24.53		24.53

ECE/RECE	Wage Increase Salary	0.25% Increase	Subtotal	Vacation 0%	Total
1st Year	27.28	0.07	27.34		27.34
2nd Year	27.85	0.07	27.91		27.91
3rd Year	28.41	0.07	28.49		28.49
4th Year	28.98	0.07	29.06		29.06
5th Year	29.55	0.07	29.63		29.63

Cook	Wage Increase Salary	5.50% Increase	Subtotal	Vacation 0%	Annual hours 2080 Total	Hourly
1st Year	48,144.23	120.36	48,264.59		48,264.59	23.20
2nd Year	49,328.65	123.32	49,451.97		49,451.97	23.77
3rd Year	50,513.06	126.28	50,639.34		50,639.34	24.35
4th Year	51,697.48	129.24	51,826.72		51,826.72	24.92
5th Year	53,908.01	134.77	54,042.78		54,042.78	25.98

Schedule B – Benefits List

BALMY BEACH COMMUNITY DAY CARE CENTRE – SUMMARY OF BENEFITS – MANULIFE FINANCIAL

**For convenience only - For specific entitlements/eligibility, refer to applicable
plan policy document**

- **DENTAL**
 - Level 1 – Basic Services
 - Level 2 – Supplementary Services
 - 80%
- **EXTENDED HEALTH CARE**
 - 100% for Hospital Care
 - Professional Services (Chiropractor, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Speech Therapist – all at a maximum of \$500 per calendar year and Physiotherapist at a maximum of \$1,000 per calendar year)
 - Vision (\$100 per 2 calendar years for prescription glasses, elective contact lenses, repairs and elective laser vision correction procedures), Medical Services & Supplies (private duty nursing services, Hearing Aids, Orthopedic Shoes/Orthotics, Medical Equipment – ambulance, mobility equipment, etc.)
 - Drugs at \$25 individual & family deductible per calendar year
 - Hospital – in semi-private room
 - Out-of-Canada Emergency Medical Treatment
- **HEALTH FOR LIFE – RESOURCES TO HELP YOU AND YOUR FAMILY MAINTAIN OVERALL GOOD HEALTH AND WELLNESS**
- **EMPLOYEE COUNSELLING SERVICES (WORKPLACE ADVISOR)**
- **HEALTH SERVICE NAVIGATOR**
- **LONG-TERM DISABILITY**
- **LIFE INSURANCE**
- **SURVIVOR BENEFIT**
- **ACCIDENTAL DEATH AND DISMEMBERMENT**
- **CONVERSION OPTION**
- **FOLLOW ME HEALTH PLAN**

Letters of Understanding

Letter of Understanding #1 – Re Summer Students

The parties agree that the hiring of one or more Summer Students under a grant program will not be used to avoid posting a vacancy within the bargaining unit. It is understood that Summer Students hired under a grant program will not be employed for a period in any summer of longer than ten (10) weeks.

Letter of Understanding #2 – Material Change in Staffing Model

The Day Care is amenable to a letter of understanding as follows: If the Day Care contemplates making a material change to the existing staffing model during the term of this Collective Agreement, it will offer to hold a meeting with the Union three (3) weeks in advance of the planned implementation date in order to inform the Union of the change contemplated and to provide the Union the opportunity to comment on the new staffing model.

Letter of Understanding #3 -Protocol for Canvassing Part-time and Casual Employees for Shifts

1. The Day Care will use its best efforts to offer available additional shifts to Full-time or Part-time Employees who are at work or are scheduled to work at the Centre on the day in question in order of their seniority, provided the additional shift does not interfere with the employee's existing schedule on that day and the senior Full-time or Part-time Employee has the necessary qualifications to perform the work in accordance with the *Child Care and Early Years Act, 2014*.
2. Full-time Employees or Part-time Employees who are interested in and are available to work additional shifts in addition to those shifts which are regularly scheduled shall on or before the first day of the month provide to the Day Care a list in writing of dates ("Date List") on which they shall be available in the month.
3. Where someone is required to replace a regularly scheduled Full-time Employee, Part-time Employee or Temporary Employee on a particular date, the Day Care shall offer the available shift to the Full-time Employee or Part-time Employee whose Date List shows they are available on that day before canvassing Casual Employees or Supply Staff.
4. Subject to 5, below, where Date List dates of Part-time Employees over-lap, the available shift shall be offered to the most senior Part-time Employee.
5. If a Part-time Employee declines an available shift offered on a date shown on their Date List, they will have no priority over any other Full-time Employee or Part-time Employee, or Casual Employee for the balance of that month and the month that next follows.

6. The Day Care is under no obligation to canvass Casual Employees on any date not shown on the Date List that they have submitted for any given month.
7. Except in extreme cases a Full-time Employee, Part-time Employees and Casual Employee shall have fifteen (15) minutes to respond to a text or phone call offering a shift.
8. Both parties recognize the continuity of care in a given classroom is a reasonable and bona fide consideration for the Day Care when determining schedules and room assignments of Employees during a period in which the Day Care is or expects that it will be short-staffed.

Letter of Understanding #4 – Vacation Red Circle

The parties agree to red circle any existing Employee who currently enjoys vacation pay in excess of the above matrix, based on their service.

Letter of Understanding #5 – One-Time Vacation in 21st Year

In recognition of their service, Full time Employees who have completed 20 years of employment with the Centre, will be granted on a one-time basis one (1) week (i.e. 5 additional days vacation) to be taken during their 21st year of employment. For clarification, the employee will be eligible after they pass the 20th anniversary date of their date of hire.

Letter of Understanding # 6 – Professional Development

The parties agree that on a one-time basis that the Centre will, during the calendar year ending on December 31, 2024, provide for a one (1) day paid day for professional development for Full-time and Part-time employees for the purpose of attending a relevant program/seminar/workshop which the Centre has approved in advance. Employees shall submit their request under this Letter of Understanding in writing at least thirty (30) calendar days before the date of the program/seminar/workshop that they propose to attend. The Centre underlines that the intended purpose of a professional development day under this Letter of Understanding is to provide for a day of learning and growth relevant to the role of the employee at the Centre. This letter of understanding shall expire on December 31, 2024.