

CUPE

COLLECTIVE AGREEMENT

between

**Canadian Union of Public Employees
and its Local 123.2
hereinafter referred to as the “Union”**

and

**DISCOVERY
School-Based Childcare Program
of Kingsville Inc.
hereinafter referred to as the “Employer”**

Term: July 1, 2024 to June 30, 2026

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LAND ACKNOWLEDGEMENT

We acknowledge the Three Fires Confederacy (Ojibwe, Potawatomi, and Odawa) and the Traditional ancestral, unceded territory of Caldwell First Nation; the original people of Point Pelee, Pelee Island, and its surrounding waters. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape, and allied Nations to peacefully share and care for the resources around the Great Lakes. We recognize and respect the First Nations who are stewards of the land and waters of Turtle Island and who have embraced this stewardship since time immemorial. We would also like to acknowledge all the moccasins who have walked the lands of Turtle Island.

ARTICLE 1 - PREAMBLE

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

- (a) To maintain and improve harmonious relations and settle 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, wellbeing 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, social, cognitive, physical and emotional development.
- (e) To encourage and promote co-operation and mutual support between childcare workers, the Employer and parents.

1.02 For the purpose of this agreement the following items will be defined as follows:

(a) Spouse

For the purpose of this agreement "spouse" shall be used to designate wife, husband, or common-law marriage partners, including **2SLGBTQUIA+** partners. This definition shall apply to all articles of this agreement.

(b) Family

- (1) For the purpose of this agreement "immediate family" shall be used to designate parents, spouse, brothers, sisters, step-family

relationships, child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, (in-law family relationships shall include heterosexual, common-law and **2SLGBTQUIA+** relationships), grandchild, or any close dependency situation.

- (2) For the purpose of this agreement "extended family" shall be used to designate brother-in-law, sister-in-law, **first aunt (first aunt-in-law), first uncle (first uncle-in-law), first niece and first nephew.**

(c) Child

For the purpose of this agreement "child" shall be used to designate the child for whom the Employee acts as a parent or guardian. This definition shall apply to all articles of this agreement.

ARTICLE 2 - GENERAL CONDITION

2.01 Proper Accommodation

Employees will have access to a school staff lounge and locked storage space for personal belongings at each worksite.

2.02 Bulletin Boards

The Employer shall provide bulletin boards at each work location 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.

2.03 Letter of Reference

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

2.04 First Aid and CPR Training

First Aid training required by the Employer shall be funded by the Employer for certification or recertification. Employees that fail to attend without reasonable cause shall reimburse the Employer for the cost of the training. Employees will not allow their certification to lapse as per the C.C.E.Y.A. First Aid/CPR must remain valid. If an employee has an expired certificate it will result in suspension the next business day after the certificate is expired and until a course is taken. A First Aid/CPR course must be WSIB approved. All employees must use the training provided through the City of Windsor or pay the full cost of training themselves.

2.05 Crossing of Picket Lines During Strike

No Employee who is a member of Local 123.2 will be disciplined for refusal to cross a legal picket line where to do so would present a real danger of physical harm to them and the member will not be paid.

2.06 Strikes and Lockouts

- (a) There shall be no strikes or lockouts as long as this agreement continues to operate.
- (b) The word "strike" and the word "lockout" shall be defined in accordance with the Ontario Labour Laws.

2.07 Professional Development

The Employer and the Union acknowledge and agree that continuous improvement in the efficiency of company operations is critical to the competitiveness of the childcare field and employees' job security. The Employer and the Union will therefore cooperate in implementing professional development opportunities and supporting members in continuous professional learning, improving efficiency.

All unionized staff members (except Seasonal, Emergency, and Temporary employees) employed by the Employer, who have completed their probationary period, will be required to complete four (4) hours of professional development outside of regular working hours at the employees' regular base pay rate. The Employer will reimburse participation in this training with proof of completion, examples of this completion may be a certificate, printed article, letter from presenter, etc. Proof of participation will be required as part of the employee annual review.

In addition, the Employer agrees that any In-House professional development will be paid out at the regular employee base rate of pay.

2.08 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the workforce, subject to the terms of this agreement.

- (a) Manage, conduct and operate Discovery School Based Childcare of Kingsville Inc.

- (b) Maintain order, discipline and efficiency;
- (c) Establish and enforce rules and regulations not inconsistent with the provisions of this agreement, governing the conduct of the employees.
- (d) Hire, classify, direct, transfer, layoff, schedule, and for just cause discipline and discharge employees, subject to the right of the employees or the Union to lodge a grievance as herein provided.
- (e) The Employer has the right to manage hours of operation based on the needs of our community.

2.09 No Discrimination

The Employer and the Union agree that no Employee shall, in any manner, be discriminated against, nor shall **they** be coerced, restrained or influenced on account of membership or non-membership in the Union.

The Employer and the Union agree to abide by the provisions of the Ontario Human Rights code.

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 123 as the sole and exclusive collective bargaining agent for all employees of the Discovery School-Based Child Care Program of Kingsville, Inc., in the County of Essex, save and except for directors, **bookkeeper**, office administration staff, site supervisors, students working during their vacation period, and persons above the rank of site supervisor.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for cases mutually agreed upon by the parties. Site supervisors shall be entitled to perform work of the bargaining unit in accordance with the Letter of Understanding - Site Supervisors, attached to this agreement.

3.03 Permanent and Temporary Employees

This collective agreement is fully applicable to all permanent and temporary employees unless otherwise specified.

3.04 Definition of Employees

- (a) A full-time Employee, is a person employed by the employer who is in a permanent position who regularly works thirty-five (35) hours or more per week, between the hours of 6:00 am to 6:00 pm Monday to Friday.
- (b) A part-time Employee, is a person employed by the employer who is in a permanent position who regularly works less than thirty-five (35) hours per week between the hours of 6:00 am to 6:00 pm Monday to Friday.
- (c) A supply Employee is a person employed by the Employer who does not have a permanent position with the Employer, who works on-call and is available to work on an as-needed basis. Between the hours of 6:00 am – 6:00 pm, Monday to Friday. Supply employees must be available and agree to work the shift of a regular employee. Refusal of five (5) shifts in a two (2) month period will result in removal from the supply list. Special circumstances may be considered by the Employer. Supply staff will make themselves available for at least three (3) business days per week.

If a supply requires a day off or slot of time off, they will fill **out a request in the preferred method**. Supply employees cannot miss or turn down more than five (5) shifts in a two (2) month period or they will be moved to the emergency staff list (a missed or turned down call includes not answering a call). Call-ins for R.E.C.E.s will be done by seniority and the same for assistants within their own classifications first and then as a last resort prior to moving to the emergency staff list by who is qualified to perform the duties (i.e. looking for an assistant, no assistants available therefore, a R.E.C.E. can be called in).

- (d) A temporary Employee is a person employed by the Employer for a period of not more than 12 months to replace an absent full-time or part-time employee. A contract will be signed with the specific date of hire and termination date noted. An extension for up to an additional twelve (12) month maximum can be mutually agreed upon by the Union and the Employer.
- (e) A student is a person from a community college or secondary school working in a co-op position designated by the parties. Parents and volunteers will be allowed to continue to offer their services at the program as previous as long as they do not replace one of the bargaining unit staff and are not a part of the collective agreement.

Summer students are hired and paid by the employer through Service Canada and the approval of the Summer Jobs application. Number of students is based on the approval from the government. Summer students do not replace a bargaining unit employee and are not part of this

agreement. Summer students are hired to help employees with daily duties and activities. Summer students are never included in ratio or left alone with children.

- (f) Emergency staff is a person that is only available in an emergency situation. These staff are used as a last resort. Refusal of three (3) shifts in one (1) month period will result in removal from the Emergency supply list and will result in termination. Special circumstances may be considered by the Employer.
- (g) Program Support Staff are placed in the classrooms to help reduce the ratio of staff to children. The City of Windsor approves Program Support to allow group sizes to be smaller, so the needs of children can be met. Program Support is in addition to regular staff needed for classroom ratios. Bargaining unit members will continue to accrue seniority. Employer's can hire a contract-based employee, which will not accrue seniority hours. Contract employees will sign time-based documents with start and end times. If this contract employee changes their job description within Discovery, their seniority will start from the new date of hire as a bargaining member.

Employers do have the right to move Program Support to meet the CCEYA staff to child ratio in an emergency situation. If it is necessary to pull a unionized member from Program Support to an Assistant/ RECE role, then they will pay union dues.

- (h) Otherwise Approved (OA) staff are employees that have been employed with the childcare and can provide a seamless transition for children. Employers will ask the Minister of Education for director approval, if the employee meets the proper criteria and no other RECEs are available for hire, then the staff will be approved. OA employees will follow all ministry guidelines. Approval status will be submitted to the Union. Employers will always exhaust all options before otherwise approving an employee. OA employees that continue with their education and graduate in a timely manner, will continue to remain in that position unless the ministry says different.

(i) **Seasonal Supply Staff**

Seasonal employment is a type of temporary employment in which the person works during certain times of the year. It is typically part-time, but there are also full-time, seasonal positions. Discovery is open full-time to Kindergarten and School-Age programs only during certain parts of the year, for example, March Break and Summer Program. During these times of the year, the Employer will hire seasonal employees or have returning seasonal supply staff.

3.05 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.

3.06 Representative of Canadian Union

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

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, **upgrading**, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status, family relationship to adult working at the centre, place of residence, nor by reason of **their** membership or activity in the Union.

4.02 Respectful Workplace

The Employer and the Union jointly affirm that every Employee shall be entitled to a respectful workplace. The environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone improper behaviour on the part of any person, which would jeopardize an Employee's dignity and wellbeing or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

The parties also agree that there shall be no discrimination or harassment as defined by the Ontario Human Rights Act.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees to Be Members

As a condition of employment, all employees of the Employer who are now members of the Union shall remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new employees who are members of the bargaining unit as defined in Article 3 shall become and remain members in good standing of the Union within ninety (90) days of employment. Furthermore, all employees will remit Union dues from the 1st day hired.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 Check-Off Payment

The Employer shall deduct from every Employee 1.5% dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked-off as defined above.

6.02 Deductions

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the tenth (10th) day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. **The list will also be forwarded to the Union.**

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - NEW EMPLOYEES

7.01 Employer to Acquaint New Employees

The Employer agrees to acquaint new 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.

7.02 Meeting with Union Representatives

Every new Employee shall be given an opportunity to **meet their** representative of the Union for a period of **fifteen (15)** minutes during a **mutually agreed upon**

time following the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and **their** responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Employer or the unit chair designate of the Union. Unless otherwise specified in this agreement, all correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the executive director and **their** designate and the unit chairperson, with a copy to the president of the Union. Nothing in this article will preclude the Employer from corresponding with the CUPE national representative or from the CUPE national representative with the executive director where deemed necessary.

A copy of any correspondence between the Employer, or **their** designate, and any Employee in the bargaining unit, pertaining to the interpretation or application of any part of this agreement shall be forwarded to the vice-president of the Union or **their** designate.

ARTICLE 9 - LABOUR RELATION AND COLLECTIVE BARGAINING

9.01 Representation

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

In order that this may be carried out, the Union will inform the Employer in writing, of all present and newly elected officers, committee members, stewards and any official of the Union and from time to time keep the Employer apprised of any change in their elected officials. The Employer shall not recognize any Union representative until the official notification has been received.

9.02 Union Bargaining Committee

The Union Bargaining Committee shall be selected or elected by the Union, and comprised of not more than four (4) members, which one (1) will be the **President or Union Designate**. The Union will advise the Employer of the names of the Union members of the bargaining committee.

9.03 Function of the Bargaining Committee

The bargaining committee shall be responsible for negotiating all terms and conditions of this agreement and its renewal, aiming towards a peaceful and amicable settlement of any differences that may arise between the parties.

9.04 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.

9.05 Time Off for Meeting

The bargaining committee, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration. The Union will reimburse the Employer for these wages.

9.06 Disclosure Materials

Within fifteen (15) days of receipt of a written request by the Union, the Employer shall make available to the Union, job descriptions, positions in the bargaining unit, job classifications, and wage rates, for collective bargaining purposes only. **The Union reserves the right to request any and all information beyond the above listed items.**

9.07 Labour/Management Meetings

(a) A labour management committee shall be elected or appointed and consist of not more than two (2) members of the Local sub-unit and two (2) members of the Employer. The president of the Local and the CUPE national representative shall be ad hoc members for the committee.

(b) Meeting Committee

At the request of either party, a meeting will be schedule once every three (3) months at a mutually agreeable time and place to discuss matters or issues relating to the workplace. If there are no matters or issues related to the workplace the meeting may be cancelled or deferred on the agreement of both parties. Additional meetings may be scheduled with the written agreement of both parties. The party requesting the meeting to the other party at least 48 hours prior to the said meeting must supply an agenda.

Such meetings are not intended to replace or interfere with the established bargaining or grievance and arbitration procedures of this agreement.

Time spent attending labour management meetings with the Employer will not result in a committee member suffering any loss of pay or benefits.

- (c) The party who prepares an agenda for a labour management committee meeting shall post the agenda prior to the meeting.
- (d) The party who prepares the agenda shall prepare a summary of the status of items discussed at the meeting. Such summary will be presented for approval as to content to the other party, signed and each party will receive a copy of the summary.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 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 may accompany any Employee when meeting with the Employer and shall assist in preparing and presenting **their** grievance in accordance to the grievance procedure as described herein.

10.02 Unit Stewards

Best efforts will be made collectively with the labour management team to have one (1) steward and one (1) alternate steward for each work location affected by this collective agreement. The name of the stewards for each location shall be posted on the staff bulletin boards. The Union shall provide these names to the Employer upon request. If collectively the best efforts fail a buddy system to unit site union stewards will be made.

10.03 Permission to Leave Work

The Union recognizes that the Employer employs each steward and that **they** will not leave **their** work without previously obtaining permission from **their** supervisor or supervisor's designate. Such time as is reasonably spent by the steward to perform their duties in accordance with the terms of this collective agreement shall be considered as time worked. The Union agrees not to abuse this provision.

10.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

10.05 Settling of Grievances

An Employee's complaint shall first be discussed with **their** immediate supervisor or delegate within **three (3)** days of the incident occurring, prior to filing a written grievance. If there is no settlement of the complaint through discussion it shall be then taken up as a grievance. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

The steward will submit a grievance in writing to the supervisor or **their** designate within five (5) working days after the date on which the cause of the complaint occurred or ought reasonably to be known to the griever. The supervisor or **their** designate shall deliver **their** decision in writing to the steward within five (5) working days. The supervisor or **their** designate shall provide the Employee with a copy of the decision.

STEP 2

If the decision of the supervisor or **their** designate is not satisfactory to the griever concerned, then within **five (5)** working days the grievance may be referred to the executive director who shall arrange a meeting of the parties within ten (10) days. The executive director shall render **their** decision within five (5) days of the meeting.

STEP 3

If the decision of the executive director or **their** designate is not satisfactory to the griever concerned and provided the complaint and the grievance have been processed in the manner herein before provided, within the time limits prescribed the grievance may be taken to arbitration in accordance with Article 11 of this agreement.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance the matter shall be referred to the executive director at Step 2 of the grievance procedure, subject to the timelines set out therein, within ten (10) working days after the date on which the cause of the complaint occurred or ought reasonably to be known to the Union.

10.07 Union May Institute Grievances

The Union shall have the right to initiate the grievance procedure on behalf of any Union member, or group of Union members, and to seek adjustment with the Employer in the manner provided in the grievance procedure.

10.08 Health and Safety Grievance

Where a dispute involving a question of health and safety occurs, matter shall be referred to the executive director at Step 2 of the grievance procedure, subject to the timelines set out therein, within ten (10) working days after the date on which the cause of the complaint occurred or ought reasonably to be known to the Union.

10.09 Replies in Writing

Replies to grievances shall be in writing and provide reasons.

10.10 Facilities for Grievances

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

10.11 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

10.12 Termination of Probationary

Notwithstanding anything contained in this agreement, the provisions of the grievance and arbitration articles, and any other procedure or provisions of this agreement, shall not apply to probationary employees with respect to the termination of their employment by the Employer, provided only that the termination occurs within the probationary period as defined by this agreement.

ARTICLE 11 - ARBITRATION

11.01 Single Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing within twenty (20) calendar days of the decision being appealed to the other party of the agreement, indicating three (3) proposed arbitrators for consideration. Within fifteen (15) days thereafter, the other party shall select one (1) of the proposed arbitrators and shall respond in writing.

11.02 Failure to Appoint

If the party receiving the notice fails to agree upon a chairperson within fifteen (15) days, the appointment shall be made by the minister of labour, upon request of either party.

11.03 Arbitration Procedure

The arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt to justice, the arbitrator shall, as much as possible, follow a layman's procedure.

11.04 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable. The arbitrator shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any provisions of this agreement or to substitute any new provisions for any existing provisions or to make any decisions inconsistent with the terms and provisions of this agreement or to deal with any matter not covered by this agreement.

11.05 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties and this must be done in writing. The time limits in this agreement are mandatory and may only be changed on consent.

ARTICLE 12 - DISCIPLINE

12.01 Principle of Innocence

In the event the Employer initiates a disciplinary action against an Employee who has completed **their** probationary period and which may result in the suspension or discharge of the Employee, the following procedure shall be followed:

The Employer shall only discipline an Employee for cause. The Employer agrees to employ progressive discipline procedures, verbal, written, suspension, termination where appropriate.

All discipline action shall be taken within ten (10) working days after the cause for discipline came to the attention of the Supervisor.

All employees will sign off on all documents placed in their file. If an employee does not agree with having to sign a document, the employee

will then follow the grievance procedure in order to have the document stricken from **their** file, but the employee is still expected to sign all documents.

12.02 Right to Have Steward Present

An Employee shall have the right to have **their** steward present at any discussion with management personnel or the board of directors, which the Employee believes might be the basis of disciplinary action. Where a management designate intends to interview an Employee for disciplinary purposes, the manager or designate shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact **their** steward to be present at the interview. There shall be two (2) Management delegates present at the time of any discussion of disciplinary action, one (1) to conduct the meeting, and one (1) to take meeting minutes. Any disciplinary action and/or penalty shall be in writing to the employee and a copy to the Union.

12.03 Warning

Whenever the Employer or **their** 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 **their** work up to a required standard by a given date, the Employer will present the censure in written form to the Employee.

12.04 Adverse Report

The Employer shall notify an Employee in writing of any expression of dissatisfaction, resulting from, but not limited to, parent complaints or unsatisfactory work appraisals such as a contradictory action to the Compliance and Contraventions Policy and Procedure in the Child Care and Early Years Act 2014, etc. which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to **their** work, within ten (10) working days of occurrence of incident. A copy shall be forwarded to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of **their** record for use against **them** at any time. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of **their** record.

12.05 Employee Record

The record of an Employee shall not be used against **them** at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. **All such disciplinary records will be**

removed from the employee's paper and digital files after twelve (12) months.

12.06 Access to Personnel File

Upon one (1) day prior notice, an Employee shall have the right at any time to have access to and review **their** personnel file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of continuous service in the employ of their Employer.

13.02 Seniority List

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

Seniority shall be based on the date of hire.

- (a) A seniority list setting out the date of hire for all current staff shall be posted as of the date of ratification of the herein collective agreement.
- (b) Probationary employees shall only be credited with the back to date of hire upon successful completion of the probationary period.
- (c) Temporary employees shall not accumulate seniority. This includes Emergency Staff and Seasonal/Contract Staff.

January 2021 – All staff currently on the seniority list will be grandfathered as they are currently placed on the Seniority list.

* If more than one staff are hired on the same day, seniority will be based in alphabetical order by staff's last name.

13.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of 90 days worked or six (6) months from the date of hiring, whichever comes first. For new supply employees the probationary period shall be two hundred and forty (240) hours worked or eight (8) months whichever comes first. The evaluations of the newly

hired Employee will be conducted at the sixty (60) working days or four (4) months, and ninety (90) working days or six (6) months whichever comes first. During the probationary period, the Employee shall be entitled to all rights and benefits of the agreement save for those provisions expressly excluded under Article 10.12. This contract does not protect those still within their probationary period from being terminated. After completion of the probationary period, seniority shall be effective from the original date of employment.

Where a probationary employee is absent from work for a period in excess of one (1) month their probationary period shall be extended by a period equal to the period of their absence(s).

13.04 Loss of Seniority

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

An Employee shall lose **their** seniority only in the event:

- (a) **They are** discharged for just cause and is not reinstated;
- (b) **They** resign in writing and does not withdraw within two (2) working days;
- (c) **They fail** to return to work within five (5) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause;
- (d) **They are** laid off for a period of longer than two (2) years;
- (e) An Employee accepts other employment while on leave of absence.
- (f) An Employee is absent from work due to illness or injury (including WSIB) for a period of twenty-four (24) consecutive months. Subject to WSIB Act and Ontario Human Rights Code.
- (g) When an employee returns from a non-bargaining unit position, they must be back in the bargaining unit for a minimum of twelve (12) consecutive months prior to going to a non-union position, based on Article 14.08 Restriction on Postings.

- 13.05 (a) The selection or appointment of an Employee for a temporary supervisory position or for any temporary position not subject to this agreement is not governed by this agreement. However, if any employee has been appointed to a temporary supervisory position or any temporary position not subject to this agreement, and later transferred back to a position

which is governed by this agreement then the seniority of such employee will continue to accumulate while in such position not subject to this agreement for a period of one (1) year. An employee who returns from such position not subject to this agreement to a position within the scope of this agreement within a period of one (1) year as previously stated shall receive credit for full seniority both in and out of this agreement. Such employee shall have the right to return to their former position in the bargaining unit within sixty (60) calendar days. If an employee returns to the bargaining unit, **they** shall be returned to **their** former position and wage rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to **their** former positions and wage rates, without loss of seniority.

- (b) An Employee who is or has been appointed to a temporary position not subject to this agreement, and who does not return from such position to a position within the scope of this agreement within a period of one (1) year from the date of such appointment, shall cease accumulation of seniority one (1) year from the date of such appointment.
- (c) An Employee returning to the bargaining unit from a temporary position not subject to this agreement within twelve (12) months shall be placed in a job consistent with seniority and no lay-off or bumping of a more senior employee shall result from such return.
- (d) Seniority will not accrue after twelve (12) months if the employee is in a non-bargaining unit temporary position.
- (e) For an extension to be considered there must be mutual agreement between the Employer and the Union.
- (f) Temporary position(s) and extension(s) outside the bargaining unit will not exceed twenty-four (24) months. After twenty-four (24) months outside the bargaining unit all seniority will be lost.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created, the Employer shall immediately notify the unit chair or designate of the Union in writing and post notice of the position on all designated bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be advertised within two (2) weeks of vacancy, so that it does not affect the currently posted schedules. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's retirement date if known to the Employer.

14.02 Information in Postings

Job Postings shall contain the following information: Nature of position, location, required qualifications, R.E.C.E. or assistant, knowledge, education and skills, shift and salary rate or range. Save and except Supply R.E.C.E.s or Assistants to which no location will be noted as they would be required to work in all locations.

Such qualifications may not be established in an arbitrary or discriminatory manner.

14.03 Any consistent shift that is being filled for a maximum of one (1) month will be then posted in accordance with the Collective Agreement.

14.04 Outside Advertising for Vacancies

To ensure prompt filling of vacancies, the Employer may advertise vacancies outside simultaneously to internal job postings however no outside applicants shall be considered until all internal applicants have been fully processed.

14.05 Role of Seniority in Promotions and Transfers

Both parties recognize that job opportunity should increase in proportion to the length of service with the Employer therefore, in making staff changes, transfers or promotions the following procedure shall apply:

- (a) The appointment shall be made of the applicant with the greatest seniority who has the required qualifications in accordance to 15.02;
- (b) In the event there are no qualified applicants in the bargaining unit, the appointment shall be made at the Employer's discretion.

14.06 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period, providing the position is awarded to a Unionized staff member. The applicant with the most seniority, who is qualified for the position is automatically granted the position. **They** shall be placed on trial for a period of one (1) month. Conditional on satisfactory service, the Employee shall be confirmed in the new position after the period of one (1) month. In the event the successful applicant proves to perform unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification successfully, or if the Employee does not find the work suitable, **they** shall be returned to **their** former position, wage or salary rate, without loss of seniority. Any other Employee 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.

14.07 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 the bulletin boards **and emailed to all employees.**

14.08 Restriction on Posting

Employees shall only be entitled to transfer to a new position through the posting and transfer procedure once every six (6) months in any single school year. This shall include Employees that post or transfer to a new position and leave or lose that position pursuant to Article 14.05 (Trial Period). If an employee is in a part-time position and a full-time posting becomes available within the six (6) months the employee may apply for the position or if there is an increase of hours for Part Time they may apply within the 6 month period.

14.09 Transfer of employees

Under certain circumstances a transfer may be necessary. An Employee may need to work with a different group of children or at a different site; this shall not be done in a discriminating way.

Every reasonable effort will be made to arrange a transfer of equal hours to a different classroom to prevent employees from working with their own child in the same classroom.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Definition of Lay-Off

A lay-off shall be defined as a lack of work, reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

15.02 In the event of a layoff of employees, the following procedure shall apply:

- (a) All temporary and probationary employees will be laid off first, provided that the remaining employees have the requisite knowledge, education, skills and qualifications to perform the available work.
- (b) If further employees are to be laid off, employees shall be laid off in reverse order of their bargaining unit-wide seniority.
- (c) An Employee about to be laid off may bump any Employee with less seniority provided that the Employee exercising bumping rights has the requisite knowledge, education, skills and qualifications to perform the work of the Employee with less seniority.

15.03 Employees shall be recalled in the order of their seniority provided they have the requisite knowledge, education, skills and qualifications to perform the available work.

ARTICLE 16 - HOURS OF WORK

16.01 Regular Daily Hours

The normal start and finish times shall be between 6:00 a.m. and 6:00 p.m., Monday to Friday, inclusive. No Employee shall be scheduled to work less than two (2) hours (unless it is for lunch coverage) or greater than eight and one-half (8 1/2) consecutive hours per day.

Rotation of shifts will be based on drop off and pick up times. Employees will share the two (2) week rotation of shifts between all staff, based on what the program needs at that time. Shift start and end times can change based on enrolment.

One (1) hour of prep will be provided to all R.E.C.E./O.A. staff working a straight eight (8) hour day, once a week during their regular working hours. Additional prep time can be approved by supervisors for special events at a mutually agreed upon time with the staff.

Before and After school R.E.C.E./O.A. staff will be scheduled an additional 30-minutes of prep once per week either at the end of their morning shift or before the start of their afternoon shift, at a mutually agreed upon time between the staff and supervisor. Additional prep time can be approved by supervisors for special events at a mutually agreed upon time with the staff.

16.02 Flexible Working Hours Weeks

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 limit of forty-two (42) hours.

16.03 Working Schedule

The hours and days of work of each Employee shall be posted in an appropriate place at least seven (7) days in advance. Employees shall be notified of schedule

changes not less than forty-eight (48) hours in advance except in cases of emergency or for reasons beyond the control of the Employer.

16.04 Paid Rest Periods

Full-time employees are entitled to two (2) - fifteen (15) minute paid breaks and one (1) - twenty (20) minute paid lunch break.

Part-time/supply employees are entitled to one (1) - thirty (30) minute unpaid break after five (5) hours of consecutive work. Part time staff getting full time hours in summer, March break, PA days, etc. will receive one (1) thirty **five (35)** minute **paid** break and one (1) paid fifteen (15) minute **paid** break, during their scheduled eight (8) hour shift. **Staff required to stay on site for all paid breaks, permission must be acquired from supervisor if staff needs to leave be premises.**

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

All hours in excessive of forty-two (42) hours per week shall be deemed overtime hours paid at the overtime rate.

17.02 Overtime Rate

Overtime hours shall be paid for at the rate of time and one-half (1/2) of the Employee's regular rate of pay.

17.03 Any hours above forty-two (42) hours in a work week will be distributed based on bargaining-wide seniority.

17.04 Minimum Overtime

The Employer shall keep overtime to a minimum. No Employee shall be required to work overtime against **their** wishes when other employees are available to perform the required work.

Notwithstanding anything in this agreement, the following is not to be construed or applied as constituting overtime within the meaning of this article but shall be paid at the straight-time rate:

- (a) attendance at all staff meetings
- (b) attendance by an Employee at a parent night in the Employee's assigned room, which the Employer may schedule no more than two (2) times in a calendar year: i.e.. Kindergarten Open House or **Preschool Grad**

- (c) attendance at one parent social – End of summer family night
- (d) **Winter** Concert/Open House
- (e) Parade events will continue but on a volunteer basis.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

The observance of religious holidays will be permitted and provisions made for time necessary to attend religious services without remuneration.

18.02 Compensation for Holidays on Saturday or Sunday

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

18.03 Pay for Regularly Scheduled Work on a Holiday

An Employee who is not scheduled to work on the above holidays shall receive holiday pay as per the *Employment Standards Act*.

ARTICLE 19 - VACATIONS

19.01 Length of Vacation

- (a) The vacation entitlement period is January to December of any given year. Staffs' new rate of vacation earnings and weeks will be acquired upon anniversary date. If you are moving to your next vacation period during the

middle of the year, your vacation will be pro-rated based on anniversary date for the remainder of that year.

- (b) An Employee, who works the regular daily hours as outlined in Clause 17.01, shall receive an annual vacation with pay in accordance with **their** years of employment, as follows:

Years of Employment:	Vacation: Entitlement Based on Anniversary
Less than one (1) year	4% of earnings.
One (1) year to four (4) years	Ten (10) paid days off throughout the year (Jan-Dec). If not used then paid out at four percent (4%).
Five (5) years to ten (10) years	Fifteen (15) paid days off throughout the year (Jan-Dec). If not used then paid out at six percent (6%).
Eleven (11) years sixteen (16) years	Twenty (20) paid days off throughout the year (Jan-Dec). If not used then paid out at eight (8%).
Seventeen (17) years to twenty-one (21) years	Twenty-five (25) paid days off throughout the year (Jan-Dec). If not used then paid out at ten (10%)

Vacation pay will be paid out at the Employee's requests. If the employee's banked vacation pay exceeds an account balance of more than the previous vacation year allotment, then the Employer reserves the right to pay out the difference from the previous January to December year.

Employee will pick up to ten (10) days for approval and then wait for the rest of the seniority list to pick their first ten (10) days if applicable. Then vacation pick will start at the top of seniority again. The ten (10) days will be approved based on Full Week bookings for all staff first, then individual days will be granted based on seniority.

19.02 During New School Year Program i.e. the Wide Meeting held within the last week of August to the first week of September, staff will choose their vacation request for the upcoming year from January 1 to June 30th in writing. The Employer will accept vacation requests for the second vacation period covering July 1st to December 31st in writing, at the Program Wide Meeting held the last Wednesday of January. All vacation will be granted in accordance with seniority. Each employee shall be permitted to select not more than two (2) weeks of vacation per preferential selection. Approvals and denials will be granted immediately based on the calendar provided for the staff to fill out at the fore mentioned program wide meetings.

The Employer will grant a minimum of two employees' vacation at any one time. If enrollment drops other vacation may be approved.

19.03 Employees may request up to five (5) individual days of vacation. Such requests must be made in writing and are subject to approval of the Executive Director. Additional individual days of vacation may be guaranteed at the Executive Director's discretion.

Black out dates for vacation requests – First week of **school** for all employees

19.04 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 the Employee.

19.05 Unbroken Vacation Period

An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer.

Employee shall use no more than ten (10) consecutive days at a time without prior approval from the executive director or delegate.

19.06 Vacation Pay on Termination

An Employee terminating employment at any time in the vacation year, prior to using **their** vacation, shall be entitled to a proportionate payment in salary or wages in lieu of such vacation in accordance with the *Employment Standards Act*.

19.07 Vacation Pay on Retirement

On normal retirement, an Employee shall be entitled to the same vacation or vacation pay which would have been earned up to and including the date of

separation, which the Employee has earned. This will be paid out on the Employees last pay cheque.

Any Discovery clothing issued by or purchased from Discovery shall not be donated. It can be returned to Discovery.

19.08 No current or future leave of absences will be approved prior to vacations.

ARTICLE 20 - SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

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

20.02 Amount of Paid Sick Leave

- (a) Each employee shall be granted **six (6)** paid days of sick leave per year. Paid days shall be calculated in accordance to the hours of their regular shift. Sick days will not be carried forward. Staff that leave the workday early due to illness will have their hours topped up to a regularly scheduled work shift. Leaving ill will count as a sick day if staff is leaving after working less than half of their scheduled shift.
- (b) **Sick days are pro-rated based on yearly employment after the probationary period is completed.**
- (c) Sick days can be used for medical appointment, a Doctor's note may be requested, the employee will be reimbursed for the cost of this note once receipt is provided.
- (d) If the Employer requests a Doctor's note for a sick absence, the Employer will reimburse for the cost of this note once a receipt is provided.
- (e) Employees with sick days still available can use these during the school year's winter break, if a **shutdown** occurs.
- (f) If any sick days remain in their bank they will be paid on the last pay of the year.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions

Upon request to the Employer, an Employee elected or appointed by the Union shall be allowed leave of absence to conduct Union business without loss of pay and benefits. The Employer shall invoice the Union for such wages and the Union shall reimburse the Employer.

21.02 Leave of Absence for Union or Public Duties

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

21.03 Paid Bereavement Leave for Non-Probationary Employees

- (a) An Employee shall be granted a maximum of three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death of an Employee's spouse, child, parent, sibling, step-child, step-parent, grandparent, mother-in-law, father-in-law or grandchild.
- (b) An Employee shall be granted a maximum of one (1) regularly scheduled workday leave, without loss of pay or benefits, in the case of death of an Employee's **first** uncle (**first uncle-in-law**), **first** aunt (**first aunt-in-law**), brother-in-law, sister-in-law, **first** niece or **first** nephew.
- (c) **The Employer may request proof of entitlement based on the Employment Standards Act.**

Up to an additional five (5) days unpaid will be granted if requested between the death of and the day following the funeral.

21.04 Pregnancy Leave and Parental Leave

Pregnancy leave and parental leave shall be granted in accordance to the provisions of the *Employment Standards Act*.

21.05 Unpaid Leave - E.C.E. Placements or Upgrading

An Employee shall be entitled to a leave of absence without pay to write examinations to upgrade **their** employment qualifications pertinent to present employment. Employees who have completed their probationary period will be granted leave of absence without pay and benefits and without loss of seniority for E.C.E. field placements or any relevant child development placements. It is understood that each staff person is entitled to one (1) such placement per year, but only a maximum of two (2) staff at any one time but must be from two different sites. When two staff applies simultaneously then preference is given to the highest seniority staff. Approved Leave of Absence is not extra vacation time. If you have time off throughout your L.O.A. then staff are expected to be available to work. If the L.O.A. is for school, then a note from the College/University may be required stating the employee's availability.

21.06 General Leave

An Employee shall be entitled to leave of absence without pay and without loss of seniority when **they request** such leave for good and sufficient cause. No leave will be approved to pursue other employment opportunities. Such leave may be extended with the approval of the Employer. Staff shall provide the Employer with two (2) weeks' notice of a leave.

All requests shall be in writing and subject to approval by the Employer. Such approval shall not be withheld without just cause. The Employer shall have the right to consider the staffing needs and the stability of the programs in its decision.

If an employee is off on a leave for medical purposes they will provide to the Employer medicals every three (3) months until their date of return.

Employees must give a minimum of two (2) weeks' notice of return to work after any Leave of Absence from Discovery, including but not limited to **medical**, maternity, general, etc.

21.07 Leave for Diseases and Conditions Harmful to Pregnancy

A pregnant Employee shall receive immediate leave of absence without pay in the event that a known or suspected case of German measles, or any other disease or condition, which would be harmful to pregnancy, occurs in the daycare centre. This leave shall continue until all danger from such disease or conditions ceases to exist. Seniority will continue to accrue.

Notwithstanding the above, every reasonable effort will be made to arrange a mutually acceptable transfer of staff within the centre and failing that between centres to begin after the incubation period of the Employee's exposure to the disease has elapsed.

21.08 Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employee will present proof of service. This service will be without pay.

In the event a Staff receives a letter for jury duty selection, the staff may request a letter from the Employer exempting them from said jury duty. If the Employer's letter is denied, the above will be granted.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries/wages weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee shall be provided with an itemized statement of **their** salary/wages, overtime and other supplementary pay and deductions.

22.02 Equal Pay for Work of Equal Value

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

22.03 Rate of Pay on Promotion or Re-Classification

- (a) An Employee assigned, promoted or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time **they perform** that job.

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

- (b) If you move from Assistant to R.E.C.E./O.A. you will move to Level 1 of the R.E.C.E./O.A. grid. **Time served in previous R.E.C.E./O.A. roles will be credited and employees will be placed on the grid accordingly.**
- (c) If you move from R.E.C.E./O.A. to Assistant you would be placed on the grid based on your years of service with the Employer.
- (d) **If you move from O.A. to R.E.C.E., you would be placed on the grid in accordance with your years of service in the O.A. role.**

22.04 Pay on Transfer, Lower Rated Job

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

22.05 Child Care Benefit

All employees shall be entitled to enroll their children in the centre(s) operated by the Employer during their working hours. The fees will be 0% of the regular rate. 100% will be waived and the cost of the childcare services will be applied to their wages as a taxable benefit on a weekly basis. All staff must confirm their child's absence with the supervisor twenty four (24) hours before to avoid a full cost of the childcare fees.

Staff on Maternity leave or leave of absence will be entitled to enroll their children in the centre(s) operated by the Employer. The fees will be at the regular 100% rate during this time.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Job Descriptions

The Employer agrees to draw-up job descriptions for all classifications for which the Union is bargaining agent. The classifications are R.E.C.Es., and assistants. Supply and emergency staff will follow the daily duties of the classification they are covering. These descriptions shall be presented to the Union.

23.02 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. In the event that a new classification is created, the Employer shall notify the Union and provide all relevant information concerning the proposed new classification. The parties shall meet within thirty (30) days to negotiate the salary range for the new classification. In the event that agreement is not **reached** on the rate, the Union shall have the right to grieve against such rate.

23.03 The Union will receive notice if any Employee is Otherwise Approved and of the duration of the otherwise approval. Definition of an Otherwise Approved staff is defined in the Letter of Understanding – Otherwise Approved.

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

24.01 Workers' Compensation

All eligible Employees under this agreement shall be covered by the *Workplace Safety and Insurance Act* (WSIA) and the Workplace Safety Insurance Benefits (WSIB).

24.02 Employee benefits also include: Annual RECE reimbursement after one (1) year of employment with submission of original receipt; Police Clearance (VSC) after one (1) year of employment and again every five (5) years with renewal and submission of original receipt; new employee medical fees for TB skin tests or physical after one (1) year of employment with submission of original receipt (this is a onetime reimbursement); and Childcare as a taxable benefit upon hiring. RECE reimbursement for registration will not be paid during maternity leaves, leave of absence (12 months or more), and to emergency supply staff. Late fees will be paid by the employee.

ARTICLE 25 - HEALTH AND SAFETY

25.01 Cooperation on Safety

The Union and the Employer shall cooperate in establishing rules and practices, which promote an occupational environment which will enhance the physiological and psychological conditions of Employees and which will provide protection from factors adverse to Employee health and safety.

25.02 Health and Safety Clothing and Equipment

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

Two (2) shirts will be provided after probation and then every other year, or as needed. When your employment is terminated or you finish your employment with the Employer, you will return your shirts.

Wearing of the uniform is at managements request.

25.03 Right to Refuse

The right to refuse work for safety reasons shall be governed by the *Occupational Health and Safety Act* and any other relevant health and safety legislation.

ARTICLE 26 - JOB SECURITY

26.01 Restrictions on Contracting-Out

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

ARTICLE 27 - UNION LABEL

27.01 Union Label

In order that the general public shall be aware of the benefits of a unionized public service, the C.U.P.E. Union label shall be displayed as prominently as possible through the service, where permitted by the school board.

ARTICLE 28 - CHILD / ADULT RATIO

28.01 Child/Adult Ratio

The Employer and the Union agree that a reasonable ratio of adults to children in a **daycare** centre is essential if the children's physical, intellectual, and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio shall not fall below the minimum established by the Child Care Early Years Act or its successor.

ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS

29.01 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now, or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence.

ARTICLE 30- COPIES OF AGREEMENT

30.01 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and **their** rights and obligations under it. For this reason, the Employer shall provide, at **their** own cost, sufficient copies of the Agreement in bound form, within thirty (30) days of signing.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from July 1, **2024** to June 30th, **2026** and shall continue from year to year thereafter unless either party gives to the other party notice in writing 90 days prior to the expiration date that it desires its termination or amendment.

31.02 Changes in Agreement

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

31.03 Notice of Changes

Either party desiring to propose changes to this agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party. The parties shall exchange proposals at the first bargaining meeting unless mutually agreed upon. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

31.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;
- (b) Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

31.05 Retroactivity

All changes in the new agreement shall be adjusted retroactively, unless otherwise specified **and paid within thirty (30) days of ratification.**

31.06 Wage and Salary Increases

The Employer agrees that in the event they receive additional funding from any level of government that is either assigned to or available for wage enhancements, it will **notify the Union that funding has been received and** distribute the additional funds on an equitable basis to all employees.

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loepgy
Karen Loepgy (Aug 27, 2024 13:59 EDT)

Sandra Wolf
Sandra Wolf (Aug 27, 2024 14:07 EDT)

FOR THE UNION

Brandy Golden
Brandy Golden (Aug 27, 2024 14:11 EDT)

Samantha Fernandes
Samantha Fernandes (Aug 27, 2024 14:19 EDT)

SCHEDULE "A" – WAGES AND CLASSIFICATIONS

Job Classification	Rate of Pay June 30, 2024	July 1, 2024 3.5%	October 2024 (2yr> +\$0.65 min. wage increase)	July 1, 2025 3.5%	
Asst. 1 <90 days	16.55	16.55	17.20	17.20	
Asst. 1 >90 days	16.85	17.44	18.09	18.72	
Asst. 2	17.15	17.75	18.40	19.04	
Asst. 3	17.48	18.09	18.74	19.40	
Asst. 4	17.80	18.42	19.07	19.74	
*Note 3.5% raise is only for RECE/OA 2+ Remains @ Wage Floor		July 1, 2024 3.5% RECE/OA 2+	Jan 1, 2025 1\$ increase	July 1, 2025 3.5% RECE/OA 2+	Jan 1, 2026 1\$ increase
RECE/OA 1	21.86	21.86	22.86	22.86	23.86
RECE/OA 2	21.86	22.63	23.63	24.45	25.45
RECE/OA 3	22.41	23.19	24.19	25.04	26.04
RECE/OA 4	24.21	25.06	26.06	26.97	27.97

*NOTE: Chart does not contain the \$2.00 Wage Enhancement Grant in the wages.

In addition to the increases set out above , the employer agrees that it will apply for provincial wage enhancement funding each time such funding is made available during the term of this agreement.

Employees will move to the next job class on their anniversary date in each of the years of the collective agreement.

If an employee has 4 years or more of seniority you will move to the new classification for Assistant 4 or ECE 4's current job rate.

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loepgy
 Karen Loepgy (Aug 27, 2024 13:59 EDT)

Sandra Wolf
 Sandra Wolf (Aug 27, 2024 14:07 EDT)

FOR THE UNION

Brandy Golden
 Brandy Golden (Aug 27, 2024 14:11 EDT)

Samantha Fernandes
 Samantha Fernandes (Aug 27, 2024 14:19 EDT)

LETTER OF UNDERSTANDING - LOW ENROLLMENT BASED ON SENIORITY

The R.E.C.E. will maintain **their** position in the classroom if enrollment decreases.

Therefore, the assistant would lose hours prior to the R.E.C.E. regardless of seniority.

Furthermore, if there is more than one (1) R.E.C.E., the second staff can be an assistant if their seniority prevails over a third staff regardless of job classification, when enrollment drops.

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loepgy
Karen Loepgy (Aug 27, 2024 15:24 EDT)

Sandra Wolf
Sandra Wolf (Aug 27, 2024 15:37 EDT)

FOR THE UNION

Brandy Golden
Brandy Golden (Aug 28, 2024 11:25 EDT)

Samantha Fernandes
Samantha Fernandes (Aug 28, 2024 11:29 EDT)

LETTER OF UNDERSTANDING - BREAKS DURING FIELD TRIPS

Employees who work a full day field trip will receive breaks during the outing, as a supervisor or additional staff will be present to allow for regularly scheduled break times. **Outstanding, regularly scheduled breaks** will be finished back at the site after returning to the site.

If breaks are refused at the field trip location, they will not be granted for staff upon return from the field trip.

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loepky
Karen Loepky (Aug 27, 2024 13:59 EDT)

Sandra Wolf
Sandra Wolf (Aug 27, 2024 14:07 EDT)

FOR THE UNION

Brandy Golden
Brandy Golden (Aug 27, 2024 14:11 EDT)

Samantha Fernandes
Samantha Fernandes (Aug 27, 2024 14:19 EDT)

LETTER OF UNDERSTANDING – ADDITIONAL MINISTRY FUNDING

In the event that the Ministry downloads funds and / or grants, those funds are earmarked for wages, **the Employer will engage the Union within two (2) weeks of notice from the Ministry to discuss** the disbursement of funds.

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loepgy
Karen Loepgy (Aug 27, 2024 13:59 EDT)

Sandra Wolf
Sandra Wolf (Aug 27, 2024 14:07 EDT)

FOR THE UNION

Brandy Golden
Brandy Golden (Aug 27, 2024 14:11 EDT)

Samantha Fernandes
Samantha Fernandes (Aug 27, 2024 14:19 EDT)

LETTER OF UNDERSTANDING – SITE SUPERVISORS

The parties hereto agree that site supervisors shall be entitled to be scheduled for and perform the work of the bargaining unit, subject only to the below conditions and restrictions.

1. No site shall have more than one (1) assigned site supervisor at any time. Some sites may share a site supervisor, in which case the site supervisor may be scheduled for and perform the work of the bargaining unit at each site from time to time.
2. Site supervisors have no right to displace or bump bargaining unit employees.
3. The Employer agrees that it will not create new site supervisor positions at existing sites unless it is able to demonstrate to the Union that the volume of work and/or working conditions have changed to such an extent that it is reasonable to do so. Any disagreement in this regard may be resolved by the parties as a policy grievance.

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loepgy
Karen Loepgy (Aug 27, 2024 13:59 EDT)

Sandra Wolf
Sandra Wolf (Aug 27, 2024 14:07 EDT)

FOR THE UNION

Brandy Golden
Brandy Golden (Aug 27, 2024 14:11 EDT)

Samantha Fernandes
Samantha Fernandes (Aug 27, 2024 14:19 EDT)

LETTER OF UNDERSTANDING – TEMPORARY SUMMER JOB POSTINGS PILOT PROJECT

During the 2024 Negotiations, the parties agreed to pilot a new protocol for addressing summer job postings and to meet in May and September 2024 and May and September 2026 to discuss the protocol, issues arising, and to evaluate the pilot's success.

The parties agree that the protocol can be trialed for two (2) full summer seasons, 2025 and 2026 and will be reviewed during negotiations in 2026. The parties may agree to discontinue this pilot by mutual agreement or at the end of summer 2026.

The protocol will follow these procedures:

- 1. Summer job postings will be created the first of June each year for Temporary Summer Job Postings.**
- 2. These postings are for all positions that are part-time hours during the regular school year and become full-time hours during the months of July and August. This will include primarily all Before and After School positions.**
- 3. The Employer will email all staff members the job posting notice including the Union and post notice of the position on all designated bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position and be provided one (1) week to apply for the position.**
- 4. These positions will be rewarded based on seniority. In the event multiple individuals post on a position that requires them to be otherwise approved, then seniority will prevail if the currently otherwise approved staff chooses another job posting.**
- 5. In September of each year the Temporary Summer Job postings will close and all employees will return to their original posting prior to summer or back to supply employment if that is their previous position.**
- 6. Infant, Toddler, and Preschool job positions will not be affected by the temporary summer job postings.**
- 7. Any reduction of hours during the summer will follow the Lay-Offs and Recalls language under the collective agreement.**

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loepgy
Karen Loepgy (Aug 27, 2024 13:59 EDT)

Sandra Wolf
Sandra Wolf (Aug 27, 2024 14:07 EDT)

FOR THE UNION

Brandy Golden
Brandy Golden (Aug 27, 2024 14:11 EDT)

Samantha Fernandes
Samantha Fernandes (Aug 27, 2024 14:19 EDT)

LETTER OF UNDERSTANDING – NATIONAL DAY FOR TRUTH AND RECONCILIATION

In the event that the Windsor-Essex Catholic District School Board and the Greater Essex County District School Board close their schools to observe the National Day for Truth and Reconciliation, the Employer agrees to close Discovery programs for the observation of this day. It will be deemed an unpaid holiday for all employees.

Dated this 27 day of August, 2024.

FOR THE EMPLOYER

Karen Loeppeg
Karen Loeppeg (Aug 27, 2024 13:59 EDT)

Sandra Wolf
Sandra Wolf (Aug 27, 2024 14:07 EDT)

FOR THE UNION

Brandy Golden
Brandy Golden (Aug 27, 2024 14:11 EDT)

Samantha Fernandes
Samantha Fernandes (Aug 27, 2024 14:19 EDT)

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