

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**TREETOP CHILDREN'S CENTRE**  
(HEREINAFTER CALLED THE  
"EMPLOYER") PARTY OF THE FIRST PART

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
**AND ITS LOCAL 2484-32**  
(HEREINAFTER CALLED THE "UNION")  
PARTY OF THE SECOND PART

**TERM:**  
**JANUARY 1<sup>ST</sup>, 2024 - DECEMBER 31<sup>ST</sup>, 2026**

## Table of Contents

ARTICLE 1 – PREAMBLE .....	7
ARTICLE 2 – MANAGEMENT’S RIGHTS .....	7
ARTICLE 3 – UNION RECOGNITION.....	7
3.01 Bargaining Unit .....	7
3.02 Bargaining Unit Work.....	7
3.03 Full and Part-Time Employees .....	8
Definition of Employees.....	8
3.04 No Other Agreements.....	8
ARTICLE 4 – NO DISCRIMINATION .....	8
4.01 Human Rights Code .....	8
4.02 Ontario Labour Relations Act.....	8
4.03 Harassment contrary to Ontario Occupational Health & Safety Act .....	8
ARTICLE 5 – UNION MEMBERSHIP .....	9
ARTICLE 6 – UNION DUES CHECK-OFF.....	9
ARTICLE 7 – NEW EMPLOYEE ORIENTATION.....	9
7.01 Offers of Employment.....	9
7.02 Introduction to Union Steward .....	9
ARTICLE 8 – WRITTEN NOTIFICATION .....	10
ARTICLE 9 – LABOUR MANAGEMENT RELATIONS.....	10
9.01 Union Stewards.....	10
Permission to Leave Work .....	10
9.02 Union Bargaining Committee.....	10
9.03 Bargaining Meetings During Normal Working Hours.....	10
9.04 Union Courses/Seminars on Daycare Premises.....	11
9.05 CUPE Representation.....	11
9.06 Access to Daycare Premises.....	11
9.07 Information for the Union for Collective Bargaining .....	11
ARTICLE 10 – ROOM ASSIGNMENTS .....	11
10.01 Room Assignments.....	11
ARTICLE 11 – GRIEVANCE PROCEDURE .....	12
11.01 Definition of Grievance .....	12
11.02 Settling of Grievances .....	12
11.03 Grievance Representation .....	12
11.04 Settlements in Writing.....	12
11.05 Grievance Time Limit .....	12
11.06 Procedure Steps.....	12

11.07	Policy Grievance.....	13
11.08	Union-Initiated Grievance.....	13
11.09	Health and Safety Grievance.....	13
11.10	Grievances of Probationary and Temporary (Contract) Employees.....	13
ARTICLE 12 – ARBITRATION.....		13
ARTICLE 13 – DISCIPLINE .....		14
13.01	Burden of Proof.....	14
13.02	Warning .....	14
13.03	Work Performance.....	14
13.04	Copy of Warning to Steward.....	15
13.05	Steward Representation .....	15
13.06	Meetings .....	15
13.07	Access to Personnel File.....	15
13.08	Disciplinary Records.....	15
13.09	Union Activity.....	16
ARTICLE 14 – SENIORITY .....		16
14.01	Seniority Defined .....	16
14.02	Seniority Defined .....	16
14.03	Reference Checks.....	16
14.04	Offers of Employment.....	16
14.05	Employee Addresses.....	16
14.06	Probation .....	16
14.07	Loss of Seniority .....	17
ARTICLE 15 – POSITION POSTINGS.....		17
15.01	Vacancies .....	17
15.02	Information in Postings.....	18
15.03	Advertisement of Postings.....	18
15.04	Interviews .....	18
15.05	Role of Seniority.....	18
15.06	Notification to Employee .....	19
15.07	Trial Period.....	19
ARTICLE 16 – LAYOFF AND RECALL.....		19
16.01	Definition of Lay-off .....	19
16.02	Order of Layoffs .....	19
16.03	Recalls .....	20
16.04	Hiring During Layoff .....	20
16.05	Supply Opportunities for Laid Off Employees.....	20

16.06	Notice of Layoff.....	20
16.07	Temporary Reduction .....	20
<b>ARTICLE 17 – HOURS OF WORK.....</b>		<b>21</b>
17.01	Hours of Work.....	21
17.02	Shifts and Schedules .....	21
17.03	Meal Break.....	21
17.04	Program Time .....	21
17.05	Additional Hours for Part-Time Employees .....	22
17.06	Scheduled Absences .....	22
<b>ARTICLE 18 – OVERTIME.....</b>		<b>23</b>
18.01	Overtime Rate.....	23
18.02	Overtime .....	23
18.03	Lieu Time.....	23
18.04	Late Pick Up.....	23
<b>ARTICLE 19 – PAID HOLIDAYS.....</b>		<b>24</b>
19.01	Paid Holidays.....	24
19.02	Compensation for Holidays on Saturday or Sunday .....	24
<b>ARTICLE 20 – VACATIONS.....</b>		<b>24</b>
20.01	Vacation with Pay .....	24
20.02	Compensation for Holidays Falling Within Vacation Schedule .....	25
20.03	Vacation Pay on Termination.....	25
20.04	Scheduling Vacations .....	25
20.05	Vacation Records .....	26
<b>ARTICLE 21 – SICK/PERSONAL LEAVE .....</b>		<b>26</b>
21.01	Sick and Personal Leave Defined .....	26
21.02	Sick/Personal Leave Credits Accrual .....	26
21.03	Unused Sick/Personal Leave Credits.....	27
21.04	Proof of Illness .....	27
21.05	Effect of Lay off on Leave .....	27
21.06	Record of Sick Leave Credits .....	27
21.07	Cost of Independent Exam Report.....	27
<b>ARTICLE 22 – LEAVES OF ABSENCE.....</b>		<b>27</b>
22.01	Leave of Absence for Full - Time Union or Public Duties .....	27
22.02	Paid Bereavement Leave .....	28
22.03	Pregnancy and Parental Leave.....	28
22.04	Jury or Court Witness Duty Leave.....	29
22.05	Other Leave.....	29

22.06	Leave for Diseases Harmful to Pregnancy.....	29
22.07	Leave Without Pay .....	29
22.08	Extended Sick Leaves .....	29
22.09	Placement Leave .....	30
<b>ARTICLE 23 – PAYMENT OF WAGES .....</b>		<b>30</b>
23.01	Payroll Administration .....	30
23.02	Direct Deposits.....	30
23.03	Temporary Assignments .....	30
23.04	Designated ECE Rate .....	30
<b>ARTICLE 24 – JOB DESCRIPTIONS/CLASSIFICATIONS .....</b>		<b>31</b>
24.01	Job Description .....	31
24.02	Classification of Positions .....	31
24.03	Existing Classifications .....	31
24.04	Designated ECE .....	31
<b>ARTICLE 25 – EMPLOYER CONTRIBUTION TO HOSPITAL &amp; MEDICAL INSURANCE.....</b>		<b>31</b>
<b>ARTICLE 26 – HEALTH AND SAFETY .....</b>		<b>32</b>
26.01	Co-operation on Safety .....	32
26.02	Right to Refuse and No Reprisal .....	32
26.03	Injury Pay Provision.....	32
26.04	Transportation of Injured Employee .....	32
27.01	Staff Area .....	32
27.02	Bulletin Boards.....	32
27.03	Letter of Confirmation of Employment.....	33
27.04	RECE and other Credentials .....	33
27.05	RECE Restriction/Suspension/Revocation .....	33
27.06	Professional Development.....	33
27.07	Employee Child Care Subsidy.....	33
<b>ARTICLE 28 – COLLECTIVE AGREEMENT - MISCELLANEOUS.....</b>		<b>34</b>
28.01	Present Conditions Continue .....	34
28.02	Changes in Writing.....	34
28.03	Copies of Agreement .....	34
28.04	Singular, Plural Gender References .....	34
28.05	Signature Copy of Agreement.....	34
28.06	Proof-reading of Agreement.....	34
<b>ARTICLE 29 – DURATION OF AGREEMENT .....</b>		<b>34</b>
29.01	Term of Agreement.....	34
29.02	Notice to Terminate/Negotiate Renewal.....	35

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29.03 Meeting of Bargaining Committees .....	35
WAGE GRID – SCHEDULE A .....	36
LETTERS OF UNDERSTANDING .....	37
Letter #1 – Grants and Pay Equity .....	37
Letter #2 – New Grant Programs/Cancellation of Grant Programs.....	37
Letter #3 – Special Needs Cooperation .....	37
Letter #4 – Children of Staff.....	37
Letter #5 - Vacation .....	38
Letter #6 – Program Time Breakdown.....	38
Letter #7 – Paid Professional Development .....	38
Letter #8 – Communities of Practice .....	38

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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 members of the bargaining unit and efficient resolution of workplace disputes.
  - b) To promote harmonious relations and settle conditions of employment between the Employer and the Union through collective bargaining and to promote the expeditious resolution of disputes through the application of this Agreement.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## ARTICLE 2 – MANAGEMENT'S RIGHTS

- 2.01 The Union acknowledges that the management of the Daycare'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 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 Daycare.

- 2.02 The parties agree that management's rights under this Collective Agreement shall be exercised in good faith and shall not be exercised so as to violate the provisions of this Collective Agreement.
- 2.03 It is understood that Bargaining Unit Employees have the right to grieve under the grievance procedure in this Collective Agreement if they believe that the Daycare 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 Local 2484 as the sole and exclusive collective bargaining agent for all of its employees save and except casual staff, supervisors/directors and persons above the rank of supervisor/director.

### 3.02 *Bargaining Unit Work*

Work within the bargaining unit may be performed by casual staff or the Supervisor/Director for the purpose of training or evaluating employees or as may periodically be required in order for the Daycare to maintain legislated class ratios. The parties recognize that the Supervisor has historically worked in programs as permitted by the *Child Care and Early Years Act (CCEYA)* and may reasonably continue to do so.

### **3.03 Full and Part-Time Employees**

Unless otherwise stated, the singular of the word "Employee" in this Agreement shall refer only to a Full-Time or Part-Time Employee in the bargaining unit who has passed probation.

Bargaining Unit Employee means an employee in the bargaining unit, as designated in the scope clause (3.01)

#### **Definition of Employees**

In this Agreement, the term:

- a) "Part-Time Employee" shall mean a regular employee in the bargaining unit who usually works fewer than twenty-six (26) hours per week.
- b) "Full-Time Employee" shall mean a regular employee in the bargaining unit who usually works 26 hours or more per week.
- c) "Temporary Employee" or "Contract Employee" shall mean an employee in the bargaining unit whom the Daycare has hired to replace a regular Full-Time or Part-Time Bargaining Unit Employee who is on an approved leave of absence.
- d) "Bargaining Unit Employee" shall mean a Part-time Employee, a Full-time Employee or a Temporary or Contract Employee.
- e) For clarification, Casual Staff (sometimes referred to as Supply Staff, Casuals or Casual Employees) are those who may be hired directly or through agencies to fill in for bargaining unit employees who are absent from work. They are not Bargaining Unit Employees.

### **3.04 No Other Agreements**

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

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 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 which violates the *Ontario Human Rights Code*.

### **4.02 Ontario Labour Relations Act**

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

### **4.03 Harassment contrary to Ontario Occupational Health & Safety Act**

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

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## ARTICLE 5 – UNION MEMBERSHIP

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

## ARTICLE 6 – UNION DUES CHECK-OFF

- 6.01 The Employer shall deduct dues from wages of Bargaining Unit Employees in accordance with this Collective Agreement, in such amount as the Union shall communicate to the Employer in writing.
- 6.02 The Employer will, up to twice a year, upon written request of the Union provide CUPE Local 2484 with a listing of the addresses and phone number of members of the bargaining unit who have provided their consent in writing or were hired after the effective date of the Collective Agreement.
- 6.03 The Employer shall deduct dues taken from wages paid to Bargaining Unit 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 15<sup>th</sup> of the month immediately following the month in which the deductions were taken.
- 6.04 The Employer's dues remittance to the Union shall include a list of names, addresses and classifications, employment status (i.e., full-time, part-time, temporary, contract) of the employees from whose wages the dues were deducted, gross wages and hours worked for the period and the respective amounts deducted on behalf of those employees.
- 6.05 The Union shall indemnify and save the Employer entirely harmless from any claims by any employees of the Daycare or third parties because the Employer has deducted and remitted dues to the Union under this Agreement.
- 6.06 Annual tax slips issued by the Employer to its Bargaining Unit Employees shall respectively show the union dues deducted from the employees' wages for the year in question, provided that the provision of such tax slips will not prevent the Employer from complying with any and all obligations under the *Income Tax Act* or any successor legislation.

## ARTICLE 7 – NEW EMPLOYEE ORIENTATION

### 7.01 *Offers of Employment*

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

### 7.02 *Introduction to Union Steward*

Every new Bargaining Unit employee shall be given an opportunity to meet with the Union Steward 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 Supervisor/Director in advance so that it does not interfere with program time for the children or the maintenance of classroom ratio requirements. If the Supervisor/Director schedules the meeting to take place after regular working hours of the new Bargaining Unit Employee, the new employee and the steward shall accrue up to one-half hour of paid lieu time at their respective regular rates for the time they spend in attendance at the meeting.

## **ARTICLE 8 – WRITTEN NOTIFICATION**

8.01 The Daycare shall notify the Union Steward in writing, if the Daycare:

- a) Gives approval to a Full-time or Part-time Employee for a leave of absence, where the leave of absence is anticipated to last 3 or more months;
- b) Lays off a Bargaining Unit Employee or gives a Bargaining Unit Employee notice of a layoff; or,
- c) Has posted a vacancy and has selected a candidate who has applied to fill a vacancy posted under this Collective Agreement.
- d) Provide the name, classification and employment status of an employee prior to the start date for an external employee who will be part of the bargaining unit.

## **ARTICLE 9 – LABOUR MANAGEMENT RELATIONS**

### **9.01 Union Stewards**

The Union may designate one (1) Steward and one (1) alternate Steward for the Daycare. The Union shall notify the Employer in writing of any changes to the designation of the Bargaining Unit Employee appointed as Steward or alternate.

#### ***Permission to Leave Work***

Union Stewards shall at all times carry out their duties in a manner that allows the Daycare to operate safely and within the legislated ratio requirements.

The Daycare shall not hinder a Steward in the proper execution of her/his duties under this Collective Agreement to represent one or more members of the bargaining unit. A Steward may, with the advance approval of the Daycare, leave her/his regular duties without loss of pay in order to represent a Bargaining Unit Employee at a meeting with the Employer during regular working hours.

### **9.02 Union Bargaining Committee**

There will be two (2) Bargaining Unit 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.

### **9.03 Bargaining Meetings During Normal Working Hours**

Employee members of the Union Bargaining Committee will be eligible to receive their regular hourly pay for time spent at meetings with the Employer's Bargaining Committee during normal working hours for the purpose of negotiating a renewal of this Agreement, up to a maximum of eight (8) hours' pay. All further meetings will be without pay.

**9.04 Union Courses/Seminars on Daycare Premises**

The Union may, with the Employer's advance approval, apply for a permit for use of the Daycare's premises after regular hours of operation as a meeting place in which to convene Union-sponsored continuing education seminars or courses, on the condition that no such course or seminar shall be permitted if the Employer reasonably determines it will likely interfere with the normal operation of the Daycare.

**9.05 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 Daycare (or its legal counsel) in matters concerning the administration, implementation of this Collective Agreement or the negotiation of a renewal of this Collective Agreement.

Upon requests, meetings can be held online via Zoom or Teams, or by conference call.

**9.06 Access to Daycare Premises**

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 Daycare, make arrangements for access to the Daycare's premises at a mutually agreeable time in order to meet with Bargaining Unit Employees or the Daycare (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.

**9.07 Information for the Union for Collective Bargaining**

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

- a) Current wage grid
- b) Current job description or descriptions
- c) Position postings for positions filled within the previous 6 months
- d) Benefits booklets, summaries, forms that the Daycare has received from the carrier that provide insured group benefits to eligible employees under this collective agreement.

**ARTICLE 10 – ROOM ASSIGNMENTS****10.01 Room Assignments**

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

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## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **11.01 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.

### **11.02 Settling of Grievances**

Prior to initiating the grievance procedure, an employee shall first informally bring the alleged violation of the Collective Agreement to the attention of the Daycare's Supervisor/Director. An earnest effort shall be made to settle grievances promptly.

### **11.03 Grievance Representation**

In a meeting with the Employer at any step of the grievance procedure, the grievor shall have the right to be represented by his/her Steward or alternative Steward, as the case may be.

### **11.04 Settlements in Writing**

The terms of settlement of any grievance, at any step, shall be put in writing and signed by the parties to the Collective Agreement.

### **11.05 Grievance Time Limit**

A matter will not be grievable if the events giving rise to the grievance occurred more than thirty (30) working days before the date on which the employee or the Union first brought the matter to the attention of the Supervisor/Director in writing.

### **11.06 Procedure Steps**

#### Step 1

The grieving employee(s) may, within ten (10) working days of receiving the Supervisor/Director's informal response, submit the grievance in writing to her/his Steward. If the employee's Steward is absent she/he may submit her/his grievance to the alternate Steward.

#### Step 2

If the Steward considers the grievance to be justified, she/he will provide the Director with a copy and the particulars of the grievance. The Steward will seek to settle the dispute with the Director within thirty (30) working days.

#### Step 3

Failing settlement of the grievance, the Steward may submit to the Director a formal written statement of the particulars of the grievance and the redress sought. This written statement shall be submitted within twenty (20) days after receiving the response from the Director, at Step 2. The written response from the Director at Step 3 is due within ten (10) working days of her/his receipt of the Steward's written statement of the grievance.

#### Step 4

Failing settlement at Step 3, the Steward may submit the grievance and the Steward's written statement to the Board of Directors of the Daycare within ten (10) working days after the Director's response at Step 3 was due. The written response from the Board of Directors (or its delegate) is due within twenty (20) working days after the date on which the Board of Directors receives the Steward's written statement.

#### Step 5

Failing settlement at Step 4, the Union may refer the grievance to arbitration within twenty (20) working days of the date when the written response of the Board of Directors (or its delegate) at Step 4 was due.

#### **11.07 Policy Grievance**

In a matter of the application or interpretation of the Collective Agreement affecting the bargaining unit as a whole, the Union may file a policy grievance starting at Step 2 of the Grievance Procedure. The policy grievance shall be in writing and shall include full particulars of the grievance.

#### **11.08 Union-Initiated Grievance**

The Union shall have the right to initiate a timely grievance on behalf of any one or more employees in the Bargaining Unit and to seek a resolution of the grievance with the Employer in the manner provided in the Grievance Procedure. A grievance filed under this sub-article shall commence at Step 2 of the grievance procedure and shall not be referred to arbitration.

#### **11.09 Health and Safety Grievance**

An employee or group of employees who alleges a violation of the *Ontario Health and Safety Act*, shall have the right to file a grievance at Step 3 of the Grievance Procedure. The Parties will use their best efforts to expedite a grievance under this Sub-Article.

#### **11.10 Grievances of Probationary and Temporary (Contract) Employees**

Probationary, Temporary or Contract Employees shall have access to the grievance procedure except that:

- a) A Probationary employee shall not have the right to grieve the termination of her employment based on a bona fide assessment by the Daycare of her work performance and/or the operational needs of the Daycare; and,
- b) *A Temporary or Contract Employee shall not have the right to grieve the termination of her/his employment based on the bona fide assessment by the Daycare of her work performance and or the operational needs of the Daycare.*

### **ARTICLE 12 – ARBITRATION**

- 12.01 If a grievance arising from the interpretation, administration or alleged violation of this Collective Agreement has not been settled or withdrawn, either party may, within 30 days after the Daycare's response at Step 5 of the Grievance procedure, give written notice to the other party of its intention to refer the matter to arbitration before a single arbitrator under this Collective Agreement.

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- 12.02 A grievance shall be deemed to have been abandoned if a party has not delivered timely notice of its intention to arbitrate under this Collective Agreement.
- 12.03 After delivery of a notice to arbitrate has been delivered under Article 12.01, the parties shall endeavour to appoint a mutually acceptable arbitrator within 30 days.
- 12.04 If the parties cannot agree to the appointment of the arbitrator within 30 days after delivery of a notice to arbitrate a grievance under Article 12.01, either party may apply to the Minister of Labour to appoint a single arbitrator.
- 12.05 An arbitrator appointed under this agreement shall hear the grievance and shall render a decision to uphold or to dismiss the grievance.
- 12.06 The arbitrator's decision shall be final and binding.
- 12.07 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.
- 12.08 The parties agree that the time limits of the grievance procedure and this article shall be binding, unless the parties have agreed in writing to extend the time limits.
- 12.09 An arbitrator under this Collective Agreement shall have no authority to add to, subtract from or modify this Collective Agreement in any way, or to render a decision that is inconsistent with this Collective Agreement.

## **ARTICLE 13 – DISCIPLINE**

### **13.01 *Burden of Proof***

In cases of discipline up to and including disciplinary discharge, the burden of proof of just cause shall rest with the Employer.

The Parties agree that a *bona fide* assessment by the Daycare of the work performance or operational needs of the Daycare shall constitute just cause for the termination of a Probationary employee or a Temporary or Contract Employee.

### **13.02 *Warning***

A record of disciplinary action shall be in writing and placed in the employee's file. The Daycare shall provide the affected employee with a copy of the disciplinary record being placed in her/his file.

### **13.03 *Work Performance***

The Employer agrees to use progressive discipline to address workplace performance issues, after a verbal warning advising an employee that there is a concern regarding their work. Where a Full-time or Part-time Employee's work performance does not meet acceptable standards, the Daycare may dismiss the employee for cause, provided it has first given the employee written notice of the deficiencies in her 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 her employment for cause.

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

The duration of the remedial period of up to 3 months shall be reasonably established by the Daycare depending on the nature and severity of the work performance issues in question. In the Daycare's absolute discretion, it may extend the remedial period established under this sub-article for up to an additional 2 months, if the Daycare determines that the Full-time or Part-time Employee has demonstrated consistent and ongoing improvement toward achieving the required standard of work performance.

#### **13.04 Copy of Warning to Steward**

The Daycare shall provide a copy of a warning to a Bargaining Unit Employee to the Union Steward.

#### **13.05 Steward Representation**

Subject always to the safe operation of the Daycare, an employee shall have the right to have her/his 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. Where there is no steward or they are not available, the union representative may represent the employee.

#### **13.06 Meetings**

Subject always to the safe operation of the Daycare, where the Director 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 Director or representative shall notify the employee of the meeting in advance so that she may request the attendance of the Union Steward (or the alternative Steward) at the meeting. Should the meeting start or finish more than fifteen (15) minutes before or after the normal operating hours of the Daycare, the Steward shall accrue lieu time for the additional time spent meeting with the Employer.

#### **13.07 Access to Personnel File**

At reasonable intervals, an employee may request to inspect the contents of her personnel file during a lunch period in the presence of the Supervisor/Director.

#### **13.08 Disciplinary Records**

Except in the case of matters of discipline involving matters of safety in the Daycare or the care of a child in the care of the Daycare, a record of prior disciplinary action will not be considered for the purpose of the imposition of subsequent discipline against the employee, if the employee's record remains free from discipline during the 18 months during which the employee is actively employed immediately following the date of the prior disciplinary action.

For clarification, in this paragraph actively employed does not include any portion of a leave of absence lasting one month or more, which the Daycare grants to the employee or which the employee is entitled to take under a statute.

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**13.09 Union Activity**

No Employee shall be disciplined for participation in the lawful activities of the Union or its affiliated labour organizations.

**ARTICLE 14 – SENIORITY****14.01 Seniority Defined**

- .01 Seniority for Full-time and Part-time Employees refers to the credited length of service.
- .02 The credited length of service of a Full-time Employee or Part-Time Employee who has passed probation shall be calculated from the employee's most recent start date permanent employee.
- .03 For clarification, Probationary Employees and Temporary (Contract) employees shall not be considered to have seniority under this Collective Agreement.

**14.02 Seniority Defined**

The Employer shall maintain a seniority list that shows the seniority dates for Full-time and Part-time employees on one list. The Daycare shall post the seniority list and send a copy of the list to the Union Steward in January every year.

**14.03 Reference Checks**

All employment at the Daycare is conditional upon the employee providing a criminal reference check in accordance with any requirement set by the provincial government. The Employer will pay for the cost of obtaining the document.

**14.04 Offers of Employment**

All offers of employment at the Daycare shall be conditional upon the employee meeting the health requirements established from time to time under the CCEYA These currently include the requirement to show up-to-date immunization and negative TB (tuberculosis) test result.

**14.05 Employee Addresses**

It is the responsibility of the employee to provide the Daycare with written confirmation of any change in address information she/he wishes to have the Daycare keep in her personnel file.

**14.06 Probation**

All newly hired Full-time or Part-time Employees shall be on probation for a period of six (6) months calculated from the date he/she starts employment with the Daycare. There shall be a midterm evaluation where the employer shall identify any goals to a successful probation.

Where the employee has previously been employed by the Daycare, the seniority of a Full-time or Part-Time employee who has passed probation shall date from his/her most recent start date.

If a Temporary or Contract Employee has completed six (6) months of employment:

- a) Successfully posts for a permanent or a different temporary contract for a Full-Time position

or a Part-time position;

- b) Has, within the previous year, worked continuously in the same position for at least 6 months; and,

She will be treated as having passed probation.

#### **14.07 Loss of Seniority**

A full-time or part-time employee shall lose her/his seniority and employment with the Daycare shall cease for any of the following reasons if she/he:

- a) Quits her/his employment;
- b) Is absent from work without authorization for 3 days;
- c) Does not return to work immediately upon the expiry of a leave of absence;
- d) Is dismissed for cause, and the dismissal is not reversed through the grievance procedure or an arbitration under this Collective Agreement;
- e) Is laid off as a result of lack of work and fails to return to work within 14 calendar days from the date on which the Daycare has sent notice of recall to the employee by courier or express post to the address listed in the employee's personnel file at the Daycare. On the day on which the notice is sent to the employee by courier or express post, the Employer will also email the notice to the employee, to the email address that the employee has provided for this purpose. The Employer will ask any employee who is laid off if that employee wishes to provide an email address to be used for this purpose.
- f) Is laid off as a result of lack of work and not recalled within the eighteen (18) month period following the date of the layoff;
- g) Is absent from work for reasons of illness or injury for a period of 24 months; with no reasonable prospect of return, subject to the Human Rights Code; or,
- h) Retires from her/his employment.

### **ARTICLE 15 – POSITION POSTINGS**

#### **15.01 Vacancies**

- .00 When a vacancy of a Full-time position, a Part-time position 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.
- .01 Where a vacancy of a Temporary or Contract position which is, based on information provided to the Daycare, 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 Daycare 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 Daycare with written confirmation from her treating physician that her absence is likely to exceed 3 months in duration or where the employee has been on sick leave for more than four (4) months.

\*Note that upon the Employer being notified of the return of the employee whose absence was being covered by an "Extended Temporary or Contract" position, the Employer shall

provide as much notice as possible to the Temporary employee, but Article 16.06 shall not apply.

- .02 Where a vacancy is anticipated because a Bargaining Unit Employee has given written notice to the Daycare of her intention to retire, the vacancy shall be posted sixty (60) days prior to the employee's scheduled retirement date or within two weeks of the date on which the Daycare received written notice of the employee's retirement – whichever is later.
- .03 The Daycare shall post notice of a vacant Full-time, Part-time or Extended Temporary Contract position on a bulletin board for a minimum of one (1) week.
- .04 Vacancies shall be stated by classification not room assignment.
- .05 All positions are subject to shift and schedule changes in accordance with the operational needs of the Daycare and this Collective Agreement.
- .06 The Daycare shall make reasonable and diligent efforts to fill a posted vacancy within 8 weeks of the date it is posted.

### **15.02 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 may indicate an anticipated initial room assignment and shift, both of which are subject to change in accordance with operational needs of the Daycare.

All job postings shall state, "Treetop Children's Center is an equal opportunity employer".

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

### **15.03 Advertisement of Postings**

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

### **15.04 Interviews**

The Daycare may, in its discretion, request a Bargaining Unit Member to attend an interview for a candidate who has applied for a posted vacancy.

### **15.05 Role of Seniority**

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

- .01 Where skill, ability and experience of the candidates from the same classification either as Full-time or Part-time employee, as the case may be, are equal, the Daycare shall select the

candidate with the most seniority in the classification.

- .02 Where skill, ability and experience of the candidates from the different classifications either as Full-time or Part-time employee, as the case may be are equal, the Daycare shall select the candidate with the most seniority.

### **15.06 Notification to Employee**

The successful candidate for a posted vacancy shall be notified in writing within 1 week of when the Daycare has chosen the successful candidate. Within 1 week after the selected candidate has accepted the posted position, the Daycare shall post a notice on the Bulletin Board that the posted vacancy has been filled and identify the successful candidate.

### **15.07 Trial Period**

The three-months after a selected internal candidate has started in his/her new position he/she shall be considered a trial period during which time, he/she shall be required to demonstrate that he/she has the skill and ability to satisfactorily meet the requirements of the position. If the selected internal candidate does not satisfactorily meet the requirements of the position, he/she shall be returned to his/her former position and wage rate without loss of seniority associated with his/her former position. If the return of the selected internal candidate to his/her former position displaces another Bargaining Unit Employee, that employee will similarly return to his/her former position, if it still exists or will be laid off if it does not.

### **15.08**

When a permanent employee applies for a Temporary contract, it is understood that they are not giving up their permanent job status, or seniority. Should a permanent employee be the successful candidate, they would fill the temporary position until the return of their coworker. Their position would then be posted and filled as a contract. Should the employee on leave not return, the job would be deemed a permanent vacancy. It would be posted and filled through the job posting procedure.

## **ARTICLE 16 – LAYOFF AND RECALL**

### **16.01 Definition of Lay-off**

For the purpose of article 16.02 a layoff shall be defined as a reduction in the workforce or in the regular hours of work due to lack of work or a temporary reduction in the workforce.

### **16.02 Order of Layoffs**

The Daycare shall offer Full and Part-time Employees the opportunity to accept a lay off ahead of employees without seniority or with less seniority, in order of greatest seniority. A senior employee who elects to accept a lay off ahead of a junior employee or an employee without seniority shall give up the right to subsequently displace (i.e. bump into the position of) another Bargaining Unit Employee.

In the event of a layoff, the Daycare shall lay employees off in the following order, provided the remaining employees have the skill and qualifications to meet the operational needs of the Daycare in accordance with the requirements of the CCEYA:

- 
- a) Temporary or Contract Part-time Employees
  - b) Temporary or Contract Full-time Employees
  - c) Probationary Part-Time Employees
  - d) Probationary Full-Time Employees
  - e) Part-time Employees and Full-Time Employees in reverse order of seniority (that is most junior first). For clarity, the part-time and full-time employees will be on one list.

### **16.03 Recalls**

In the event of a recall, provided the laid off Employee possesses the necessary qualifications and skills for the position, the Daycare shall recall Bargaining Unit Employees with seniority in order of seniority.

### **16.04 Hiring During Layoff**

The Daycare shall not use Temporary or Contract Employees to avoid recalling a Part-time or Full-Time employee who has been laid off and has not lost his/her seniority under this Agreement.

### **16.05 Supply Opportunities for Laid Off Employees**

An employee who has been laid off may make himself/herself available for, and be offered, supply work in accordance with the Daycare's usual procedures for arranging for supply staff. Where the Daycare informs a laid-off employee of available supply work under this sub-article, the employee shall not be considered to have been recalled and may decline the opportunity without affecting his/her right of recall under article 16.03 of this Collective Agreement.

### **16.06 Notice of Layoff**

Unless legislation is more favourable to employees, the Daycare shall give ten (10) working days written notice of a lay off to an affected Bargaining Unit Employee. The Daycare may provide pay in lieu of notice of the layoff to the affected Bargaining Unit Employee. The notice period shall not apply to temporary reductions outlined in Article 16.07.

In the case of the layoff of a Full-Time Employee who participates in the Daycare's insured group benefits plans, the Daycare shall, subject to the terms and conditions of those plans, continue to make its contributions to the benefits plans for the affected employee for the notice period.

### **16.07 Temporary Reduction**

In the event of a temporary layoff lasting up to and including 5 working days or 35 working hours in a month due to lack of work, the reduction may be made in accordance with article 16.02 or, at the Daycare's discretion, from within the class-room where the lack of work exists, in which case it shall be the junior bargaining unit employee who shall be temporarily laid off, subject always to the Daycare's operational requirements under the CCEYA.

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## ARTICLE 17 – HOURS OF WORK

### 17.01 *Hours of Work*

The regular weekly working hours shall be up to 40 hours per week, but this shall not be considered a minimum or a maximum. The daycare shall operate between 7:15am and 6pm. It is understood that staff may be required to stay after their shift ends with late children. Such extra hours will be offered in order of seniority.

### 17.02 *Shifts and Schedules*

The Daycare shall establish shifts and post work schedules on the Bulletin Board for Bargaining Unit Employees two weeks in advance.

The Daycare shall consult the Union in advance before so as to provide the Union with a reasonable opportunity to comment on a material alteration of the Daycare's scheduling model.

The Daycare shall make reasonable efforts to avoid split shifts, particularly in the summer months, Christmas Break, March Break, and PA days, with the parties recognizing that the final determination of all schedules rests with the Daycare.

### 17.03 *Meal Break*

Bargaining Unit Employees who work a shift scheduled to last more than 5 hours in a day shall be allowed an unpaid meal time of one-half (1/2) an hour, to be scheduled in accordance with the operational needs of the Daycare.

### 17.04 *Program Time*

.01 Full-time, temporary\* and Part-Time Employees in an ECE position shall be allowed at least five (5) hours of program time per week during regular hours, as long as this time does not interfere with the maintenance of ratios required under the *Child Care and Early Years Act*. Program time will be scheduled by the Supervisor/Director in accordance with the operational needs of the Daycare.

If the Director/Supervisor cannot schedule all of an Employee's weekly program time during one or more of her regular shifts in a week, the ECE may carry out the remainder of her program time with pay at her regular rate, or in accordance with Article 18.01 as applicable, before or after a regularly scheduled shift.

Program time does not include preparation time.

\*Applies to temporary employees who are replacing a Full-Time or Part-Time employee for at least one full week.

.02 Approval of Extra Time

If an employee has a special request with respect to program-related activities, the Employer may approve and provide any necessary time to do so outside of regular programming time.

.03 Equipment for Programming

To ensure employees have the necessary equipment to complete programming in a manner

consisten with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectations of the Child Care and Early Years Act, as well as other work-related documentation, the Employer will provide enough computers functioning internet-enabled devices to allow those scheduled for programming at the same time to access the computer/device. Employees will have the option of using their own computer/tablet to complete their programming.

The Employer agrees to ensure wi-fi access in the office for the Employer-provided devices/computers.

.04 In the event that an employee who is entitled to programming time is away from work for any reason, during that time the remaining employees in the program will be entitled to do the research, preparation and development of program activities and will receive the programming time that the employee that is away would otherwise have been entitled to.

### **17.05 Additional Hours for Part-Time Employees**

The Daycare will offer Part-time Employees (permanent or temporary) additional hours of work that may become available because another Bargaining Unit Employee has scheduled an approved vacation or other leave under this Agreement at least one (1) week in advance. Such additional hours will be offered to part-time employees who are qualified to perform the work, in order of greatest seniority. When the part-time employee is from another program, the employee may either be assigned to the fullshift or to simply fill in the extra hours available, and may be asked to return to their regular program for the hours they have been previously been scheduled.

Additional hours shall not be distributed to any employee where to do so would place that employee in the position of accumulation overtime under Article 18.

Process for offering Additional Hours:

- Within 30 calendar days of ratification of the Collective Agreement, employees will be invited to provide an email address to be used for implementing this Article. An employee may opt to be contacted by telephone, and will provide a number to be used for this purpose;
- Once the Director has approved vacation or other leave, the Director (or his/her designate) shall advise all employees via email or phone (whichever the employee has chosen) of the available hours.
- Any employee wishing to work the Additional Hours shall reply to this email or phone call within *24 hours*;
- After the 24 hour period, the Director (or his/her designate) will offer the additional hours as per Article 17.05 a).

### **17.06 Scheduled Absences**

Subject to the operational needs of the Daycare and the availability of supply staff, a Bargaining Unit Employee will be given first choice to work an earlier or later shift in the same room to replace another Bargaining Unit Employee who is scheduled at least 3 days in advance to be absent from her normally scheduled shift.

**17.07** When employees are offered additional hours, whether recall from layoff or through the ordinary course, they will be paid at their then-current rate, except where such hours are to replace a Non-ECE whose primary duties are non-classroom related, in which case the employee will be paid at the then-prevailing Non-ECE rate according to the Wage Grid in the Collective Agreement.

Additional hours will be offered in order of seniority, to the point where the most senior employee works 37.5 hours in the week, at which point hours will then be offered to the next-most-senior employee until that employee works 37.5 hours, and so on until all additional hours have been offered and accepted.

## **ARTICLE 18 – OVERTIME**

### **18.01 Overtime Rate**

Employees requested to work more than forty (40) hours per week (excluding staff meetings) shall be compensated in the following manner:

- a) Overtime work shall be compensated at a rate of time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week.
- b) Bargaining Unit Employees will be paid at their regular straight time rate for time spent in attendance at meetings that take place after the normal hours of operation, where their attendance is mandatory.

### **18.02 Overtime**

Subject to the operational needs of the Daycare and the requirements of the CCEYA, over-time will be canvassed by asking first for volunteers from those employees at work at the Daycare (with the exception of late pick up duty). If an insufficient number of employees in attendance volunteer for overtime required, the Daycare shall direct the most junior employee in attendance at the Daycare, who is qualified to perform the work required, to stay in order to work the overtime required.

### **18.03 Lieu Time**

The Daycare may compensate a Bargaining Unit 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 Daycare and the Bargaining Unit Employee.

### **18.04 Late Pick Up**

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. 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.

**ARTICLE 19 – PAID HOLIDAYS**

**19.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

The observance of religious holidays will be permitted. Staff electing to take such time shall either take it without pay or use vacation time.

The Daycare will close at 12PM on Christmas Eve and New Years’ Eve, with no loss of pay for the employees.

**19.02 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 of this Agreement.

**ARTICLE 20 – VACATIONS**

**20.01 Vacation with Pay**

.01 Bargaining Unit Employees will accrue vacation pay with vacation time off as follows:

DURATION OF EMPLOYMENT	PERCENTAGE VACATION PAY ACCRUAL ON WAGES EARNED DURING THE CALENDAR YEAR, LESS VACATION PAY PAID IN THE SAME YEAR.	VACATION TIME OFF
During the first 12 months of employment	4% of wages earned, excluding vacation pay	10 days per year
After 1 year up to the end of the 5 <sup>th</sup> year of employment	6% of wages earned, excluding vacation pay	15 days per year
After 6 years up to the end of the 14 <sup>th</sup> year of employment	8% of wages earned, excluding vacation pay	20 days per year
After the completion of 14 years of employment.	10% of wages earned, excluding vacation pay	25 days per year

- 
- .02 The vacation year shall be the calendar year. Vacation pay and vacation time off for an employee during a calendar year shall be pro-rated based on his/her most recent start date.
  - .03 Bargaining Unit Employees are expected to take vacation time off during the year in which their vacation pay accrues. With written approval of the Daycare, Bargaining Unit Employees may carry over up to one 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 4 months of the year in which the vacation pay accrued.
  - .04 If a Bargaining Unit Employee does not take her accrued vacation time off, he/she shall forfeit her unused accrued vacation pay, except for the minimum 4% vacation pay that the employee accrued under the *Employment Standards Act, 2000*.
  - .05 Vacation time off with pay for a Part-time Employee or a Bargaining Unit Employee who works part-time will be pro-rated to the employee's usual weekly hours of work. Part-time Employees who are laid off during the Summer Months shall receive their outstanding accrued vacation pay annually on or before the end of June.

#### **20.02 Compensation for Holidays Falling Within Vacation Schedule**

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

#### **20.03 Vacation Pay on Termination**

A Bargaining Unit Employee whose employment with the Daycare is terminated at any time in the vacation year shall be entitled to payment of salary or wages in lieu of any earned vacation leave. If an employee is terminated, the Employer reserves the right to deduct from the employee's final pay-cheque an amount equal to the unearned vacation leave taken by the employee.

#### **20.04 Scheduling Vacations**

- .01 A Bargaining Unit Employee who wishes to take vacation time off of 3 or more days shall submit a written request for approval of the Daycare at least 3 weeks in advance.
- .02 A Bargaining Unit Employee wishing to take vacation time of 2 days or less shall submit his/her written request for approval to the Daycare at least 2 weeks in advance.
- .03 The Daycare may limit the number of vacation approvals of Bargaining Unit Employees at any one time. Generally, no more than one Bargaining Unit Employee per classroom will be granted vacation approval for the same time.
- .04 Bargaining Unit Employees may not take vacation time off without the prior approval of the Daycare.
- .05 Employees who wish to request vacation during the months of June, July and August ("Summer Months"), shall submit their request to the Daycare in advance between February 1 and March 15.
- .06 Request for vacation time off outside Summer Months will be considered by the Daycare on a first-come/first served basis.

- .07 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 Daycare 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 Daycare. During Summer Months, the Daycare may limit vacation time off to three weeks at a time for any given Bargaining Unit Employee.

Vacation will not be permitted during the last week of August and the first week of September. Employees who have a special event during this time may request time off by providing at least one (1) months written notice.

- .08 The Daycare shall post the vacation schedule for the Summer Months on or before April 15.

- .09 Hospitalization During Vacation

If a Bargaining Unit 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.

#### **20.05 Vacation Records**

An employee is entitled to be informed, upon request, of the balance of her/his vacation pay credits.

## **ARTICLE 21 – SICK/PERSONAL LEAVE**

### **21.01 Sick and Personal Leave Defined**

A Bargaining Unit Employee who is medically unable to perform his/her duties due to illness or injury, will be entitled to request sick leave. The Daycare shall grant sick-leave to a Bargaining Unit Employee if the employee has satisfactorily substantiated the leave requested.

A Bargaining Unit Employee who is unable to attend work because he/she must attend to the medical needs of her child, spouse (including common law spouse) or parent will be entitled to request personal leave if the employee has satisfactorily substantiated the leave requested.

A Bargaining Unit Employee may also request personal leave to attend a non-emergency scheduled medical or dental appointment and personal needs (i.e., subsidy meeting, obtaining a passport, legal appointment, or deal with a personal emergency) provided the request for this purpose is submitted in writing at least 3 working days in advance to the Daycare's Supervisor/Director.

Requests for the use of more than three (3) days of personal time in a row are exceptional and at the discretion of the Employer. Where possible such request should be made in writing at least two (2) weeks in advance.

### **21.02 Sick/Personal Leave Credits Accrual**

A Full-time Employee shall accrue a credit of one and one half (1.5) days' pay per month up to a maximum of eighteen (18) days per year, which shall be applied either to approved sick leave or personal leavedays granted by the Daycare. For clarification the total number of paid sick and paid personal leave days for a Full-time Employee shall not exceed eighteen (18).

A Part-time Employee shall accrue a credit of one day's pay per month up to a maximum of twelve (12) days per year, which shall be applied to approved sick leave or personal leave days granted by the Daycare. For clarification the total number of paid sick and paid personal leave days for a Part-time Employee shall not exceed twelve (12).

### **21.03 Unused Sick/Personal Leave Credits**

Within 30 days before the end of a calendar year, the Daycare shall pay 50% of the unused credits accumulated by each Full and Part-time who has not used their allotment and who is employed by the Daycare as of November 30th 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.

On November 30<sup>th</sup> employees shall notify the employer, if they choose to cash out their unused sick days or carry them over to the new year. Carry over shall be at 50% of the unused sick days. Employees may carry over up to 60 days for future use.

If more sick/personal days have been taken than were accrued, the Daycare may deduct the equivalent monetary amount from the employee's final pay.

### **21.04 Proof of Illness**

Where a Bargaining Unit Employee has been absent from work and has requested sick leave for more than 3 consecutive days at any one time or more than 5 days in any running two-month period, he/she shall deliver to the Daycare a certificate from his/her treating physician.

Where an employee has exceeded their accumulated sick or personal days, the Bargaining Unit employee shall deliver a certificate from his/ her treating physician for each additional absence.

### **21.05 Effect of Lay off on Leave**

A Full-time or Part-Time employee who is temporarily laid off or is on an unpaid leave under this Collective Agreement shall not accrue sick/personal leave credits during the period of layoff or leave as the case may be.

### **21.06 Record of Sick Leave Credits**

A Full-time or Part-time Employee is entitled to be informed, upon request made to the Daycare, of the balance of her/his sick/personal leave credits.

### **21.07 Cost of Independent Exam Report**

If the Employer requires a Bargaining Unit Employee to undergo an independent medical exam for the purposes of assessing the employee's medical restrictions in relation to the employee's fitness to return to work, the Employer shall pay the cost of the independent medical report.

## **ARTICLE 22 – LEAVES OF ABSENCE**

### **22.01 Leave of Absence for Full - Time Union or Public Duties**

.01 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.

- .02 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 her/his term(s) of office.
- .03 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 her/his term of office.
- .04 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.

### **22.02 Paid Bereavement Leave**

- .01 A Bargaining Unit Employee will be entitled to 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.

- 22.2.02 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 Daycare shall, upon request of the bereaved Bargaining Unit Employee, extend the employee's paid bereavement leave by 2 additional days. The total paid bereavement leave shall not exceed five (5) working days.

### **22.03 Pregnancy and Parental Leave**

- .01 The Daycare shall grant pregnancy and parental leave without pay to a Bargaining Unit Employee in accordance with the requirements of the *Employment Standards Act, 2000*.
- .02 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 Daycare in accordance with the requirements of the *Employment Standards Act, 2000*.
- .03 A Bargaining Unit Employee who does not intend to work after the expiry of a pregnancy or parental leave, shall notify the Daycare in accordance with the requirements of the *Employment Standards Act, 2000*.

- .04 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.
- .05 Employees have the right to extend their parental leave by up to one (1) year at the end of their original parental leave without loss of seniority. The Employee must provide at least three (3) months' notice if they would like to exercise this provision for a leave. It is further understood that this extension of leave is not a protected leave under ESA definition. Accrual of seniority and service, entitlements to sick leave, vacation and any other entitlements under the collective agreement shall cease at the end of the original parental leave. If the employee would like to continue health benefits, they can arrange prepayment of premiums.

#### **22.04 Jury or Court Witness Duty Leave**

The Employer shall grant an unpaid leave of absence without loss of seniority or benefits to an employee who service as a juror or witness in any court.

#### **22.05 Other Leave**

A Bargaining Unit Employee shall be allowed 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 his/her household; or,
- c) To attend a Formal Hearing to become a Canadian Citizen.

#### **22.06 Leave for Diseases Harmful to Pregnancy**

A pregnant Bargaining Unit Employee shall, upon request, be granted an immediate leave of absence in the event that a known or reasonably suspected outbreak of German Measles or any other contagious disease, which is known to be harmful to pregnancy, occurs in the Daycare. This leave shall continue until the risk of contagion from such a disease at the Daycare is reasonably believed to have subsided.

The Daycare will pay the regular wages to a Bargaining Unit Employee on a leave under this Article (22.06) a for as long as the risk of contagion of the disease known to be harmful to pregnancy persists at the Daycare up to a maximum of 2 weeks.

#### **22.07 Leave Without Pay**

An employee is not entitled to any leave with pay during periods when she/he is on leave without pay.

#### **22.08 Extended Sick Leaves**

A Full-Time or Part-Time Employee may apply for a leave without pay for a period of up to three (3) month. 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 Daycare 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 he/she participates.

Employees who are on short or long term sick leave, shall be entitled to continuation of benefits for a period equivalent of up to three (3) months after their position has been filled by a temporary employee. After that period, for up to nine additional months, the employee may arrange to have continuation of benefits by providing the employer with payment for the costs of the benefit premium.

### **22.09 Placement Leave**

A Full-Time or Part-Time Employee who is enrolled in an accredited institution, which grants a recognized degree or diploma in Early Childhood Education, may apply for a leave without pay for a period of up to 6 months for the purpose of fulfilling an educational placement as part of the ECE program in which he/she is enrolled.

In order to receive consideration, the request for a leave under this sub-article shall be made in writing at least 3 months in advance. The request submitted shall state the purpose of the leave requested and include written confirmation from the educational program in which the employee is enrolled that identifies the dates and location of the placement.

The Daycare shall not unreasonably deny a timely and complete request for a placement leave submitted under this sub-article.

During a leave under this sub-article, the employee shall pay the cost of benefits coverage for the benefits plans in which she participates.

## **ARTICLE 23 – PAYMENT OF WAGES**

### **23.01 Payroll Administration**

The Daycare shall establish a regular bi-weekly or semi-monthly payroll cycle and pay wages to Bargaining Unit Employees in accordance with the Wage Grid attached as Schedule A.

### **23.02 Direct Deposits**

The Daycare may direct that payment of wages shall be provided by way of a direct deposit to the respective payroll accounts of Bargaining Unit Employees. Provided there are no additional costs for doing so, the Daycare will give Bargaining Unit Employees the option of receiving wage by cheque rather than direct deposit.

### **23.03 Temporary Assignments**

Where a Bargaining Unit Employee is temporarily assigned to a higher-rated position he/she shall receive the regular rate of the entry-level rate on the Wage Grid for the higher-rated position. Where a Bargaining Unit Employee is temporarily assigned to a lower-rated position, he/she shall continue to receive his/her regular rate on the Wage Grid.

### **23.04 Designated ECE Rate**

Unless the Daycare establishes and fills a position of Assistant Director/Supervisor, on a day where the Director/Supervisor is absent from the Daycare for longer than one day at a time, the Designated ECE shall receive a premium equal to \$1.75 /hour for up to 7.5 hours per day.

For clarification, the parties agree that no premium shall apply to Bargaining Unit Employees serving

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in the normal course as designated ECEs during the hours between 7:30 a.m. and 9:00 a.m. and between the hours of 4:00 p.m. and 6:00 p.m.

## **ARTICLE 24 – JOB DESCRIPTIONS/CLASSIFICATIONS**

### **24.01 Job Description**

The Employer agrees to draw up job descriptions for all Bargaining Unit Positions. A copy of these descriptions shall be provided to the Union, after they have been prepared or updated by the Daycare.

### **24.02 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 updated 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.

### **24.03 Existing Classifications**

Classifications listed on Schedule A (Wage Grid) shall not be eliminated or changed without prior notification to the Union.

### **24.04 Designated ECE**

The parties recognize that any Bargaining Unit Employee with RECE credentials may as part of her established duties be designated as the responsible RECE at the Daycare for the purposes required under the CCEYA (Designated RECE).

The Daycare will assign the role of Designated RECE to Full Time RECE1 Employees under a rotational schedule it shall establish that will cycle through the seniority list, subject always to the *bona fide* operational needs of the Daycare, including consideration of the skills, abilities, experience, development, and availability of eligible Bargaining Unit Employees.

## **ARTICLE 25 – EMPLOYER CONTRIBUTION TO HOSPITAL & MEDICAL INSURANCE**

25.01 The Employer shall arrange for and pay the premiums for insured group benefits plan coverage for those plans listed in Schedule B.

25.02 For clarification, only Full-time Employees, who have passed probation are eligible to participate in the Insured Group Benefits Plan.

25.03 The Daycare 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.

25.04 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.

25.05 The Daycare's sole responsibility with respect to the insured group plan shall be to pay its share of

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the premiums required on a timely basis for the duration of this Agreement.

- 25.06 The Daycare agrees that it shall continue its current registration with the Workplace Safety and Insurance Board under the *Workplace Insurance and Safety Act* for the duration of this Collective Agreement.
- 25.07 The Centre shall provide and cover the cost of benefit coverage for all eligible employees and an amount of \$1500.00 for benefit coverage for each calendar year, in lieu of benefits for any part time employee who does not qualify for benefit coverage. Employees will be required to submit receipts for reimbursement not later than December 31<sup>st</sup> of that calendar year. Once the Employer has received receipts, that Employer will reimburse the employee within 30 calendar days from the date the receipts were submitted.

## **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 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.

### **26.03 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 her/his 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.

### **26.04 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 – GENERAL CONDITIONS**

### **27.01 Staff Area**

The Daycare shall provide an area where Bargaining Unit members may, at their own risk, store their personal belongings.

### **27.02 Bulletin Boards**

The Employer shall provide a bulletin board, which shall be placed so that all employees will have access to them. There shall be a separate bulletin board on which the Union may, with the approval of the Daycare, post notices of Union meetings or other information intended for the benefit of the Bargaining Unit.

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**27.03 Letter of Confirmation of Employment**

If the employment of a Bargaining Unit Employee terminates for any reason, the Daycare shall, upon written request, issue a current-dated letter to the employee addressed, "To Whom it May Concern", that confirms the employee's first date of hire, position(s) the employee held and the employee's last date of employment with the Daycare.

**27.04 RECE and other Credentials**

- a) Bargaining Unit Employees, who are working in a position in which accreditation a Registered Early Childhood Educator and membership in the College of Early Childhood Educators is required, shall as a condition of employment maintain their ECE credentials and membership in the College of RECE's in good standing.
- b) The Employer shall cover the costs of any membership by any of their RECE staff. RECE must provide proof of payment, and shall be reimbursed within two (2) weeks of submitting receipt.
- c) Should an employee be required to get any shots, or proof of immunization, the Employer shall reimburse the Employee within two (2) weeks of submitting their receipt.
- d) The Employer shall reimburse the employee for the cost of criminal reference checks.

**27.05 RECE Restriction/Suspension/Revocation**

If the College of ECE revokes, suspends, or restricts the license of a Bargaining Unit Employee pending an investigation, the Daycare will, absent just cause for discipline, give bona fide consideration to the circumstances and may, in its own discretion, assign the Bargaining Unit Employee to other duties as may be available and allowed under the CCEYA, suspend the employee without pay or invoke the right to permanently lay off the employee.

For clarification, a suspension or permanent layoff of a Bargaining Unit RECE employee because the College of RECE has revoked, suspended or restricted his/her license does not entitle the affected employee to notice of lay-off, pay in lieu of notice of the lay-off or right of recall.

**27.06 Professional Development**

During the term of this Collective Agreement, the Daycare will make available for each Full-time and Part-time Employee up to the amount of \$500 for the purpose of professional development initiatives, which have been approved in advance by the Daycare in writing.

Unused Professional development funds will not carry forward after the expiry of this Agreement and shall have no cash value for an employee upon the cessation of her employment with the Daycare for any reason.

**27.07 Employee Child Care Subsidy**

Employees who register their child (ren) for childcare at Treetop Children's Centre shall have a 5% discount on the full fee rate.

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## **ARTICLE 28 – COLLECTIVE AGREEMENT - MISCELLANEOUS**

### **28.01 *Present Conditions Continue***

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.

### **28.02 *Changes in Writing***

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 Daycare on authorization from the Board of Directors of the Daycare and an authorized representative of CUPE Local 2484 and the Union Steward (or Alternate Steward).

### **28.03 *Copies of Agreement***

The Union and the Employer agree that Bargaining Unit Employees shall be familiar with this Collective Agreement. The Union shall, at its own cost, provide copies of this Collective Agreement to every Bargaining Unit Member.

### **28.04 *Singular, Plural Gender References***

Use of female gender references in this Collective Agreement shall refer equally to males. Use of male gender references in this Collective Agreement shall refer equally to females.

Use of the singular shall apply to plurals and use of plurals shall apply to the singular.

### **28.05 *Signature Copy of Agreement***

The parties will use their respective best efforts to prepare and sign copies of collective agreements, letters of understanding and memoranda of agreement and memoranda of the settlement of grievances under this Collective Agreement promptly.

### **28.06 *Proof-reading of Agreement***

Following the ratification of this Collective Agreement and any future renewal of this Collective Agreement, the parties agree that they shall cooperate with a view to the completion of a draft execution of a consolidated copy of the Collective Agreement for proof-reading within 30 days of the of ratification. The parties shall make mutually agreeable arrangements for the proofreading of the draft copy of the Collective Agreement meet within 60 days of the date of ratification. The parties shall make mutually agreeable arrangements for the respective parties to execute a consolidated copy of this Collective Agreement within 90 days of the ratification of this Collective Agreement.

## **ARTICLE 29 – DURATION OF AGREEMENT**

### **29.01 *Term of Agreement***

Upon ratification, this Collective Agreement shall be effective as of January 1, 2024 and remain in force until December 31, 2026 starting from the date it is ratified by the parties, 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 renewal of this

Collective Agreement under article 29.02.

**29.02 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 60days 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 under Article 29.01.

**29.03 Meeting of Bargaining Committees**

After a party has delivered to the other written notice to terminate or negotiate a renewal of this Collective Agreement, the parties agree that they shall arrange to convene a meeting of their respective bargaining committees at a mutually agreeable time and place no later than 30 days after the date on which the notice was delivered.

DATED AT TORONTO, ONTARIO THIS DAY 10/25/2024

**FOR THE UNION:**

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*[Handwritten Signature]*

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**FOR THE EMPLOYER:**

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**WAGE GRID – SCHEDULE A**Effective January 1, 2024 to December 31, 2026

Schedule A includes the following wage adjustments:

Effective January 1, 2024 - 4% increase to all classifications.

Effective January 1, 2025 – 3.5% increase to all classifications.

Effective January 1, 2026 – 3.5% increase to all classifications.

<u>Classification</u>	<u>Step</u>	<u>Effective January 1, 2024</u>	<u>Effective January 1, 2025</u>	<u>Effective January 1, 2026</u>
ECE 1	4	37.09	38.38	39.73
ECE 2	1	29.86	30.90	31.99
	2	30.62	31.69	32.80
	3	31.38	32.47	33.61
	4	32.16	33.28	34.45
NON ECE	1	24.75	25.62	26.51

Notes to Grid:

- Employees placed on grid based on years of service with Treetop Children's Centre. There is only one (1) staff left as an ECE 1 and it was negotiated to phase out the ECE 1 position after the position is vacated.
- Progression on the grid from one level to the next annually, based on start date.
- Temporary employees shall be paid at probationary level of the grid.
- Rates per hour are inclusive of grants.
- Rates are subject to statutory deductions.

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## LETTERS OF UNDERSTANDING

### **Letter #1 – Grants and Pay Equity**

The Union and the Daycare agree that the Wage Grid attached as Schedule A under this Collective Agreement is inclusive of all grant funds the Daycare receives.

### **Letter #2 – New Grant Programs/Cancellation of Grant Programs**

Should the Daycare become eligible in the future to receive grant funds for the purpose of subsidizing the wages of employees in the Bargaining Unit - in addition to the grants the Daycare was receiving as of the date this Collective Agreement ("New Grant Program"), the Daycare and the Union shall negotiate criteria for the distribution of the grant funds under the New Grant Program among members of the Bargaining Unit. The criteria for, and administration of, the distribution of funds under the New Grant Program shall comply with the rules under which the Daycare funds under the New Grant Program are received.

Should the Daycare become ineligible in the future to receive grant funds it was receiving as of the date of this Collective Agreement for the purpose of subsidizing wages of employees in the bargaining unit, the Daycare and the Union shall meet to renegotiate the Wage Grid.

### **Letter #3 – Special Needs Cooperation**

The Daycare may establish a formal written policy with regard to the enrolment of children with special needs. The parties agree that the Union, bargaining unit employees and the Daycare shall cooperate with a view to offering to a child with special needs reasonable accommodation under the *Human Rights Code*. Consideration as to whether reasonable accommodation is feasible in any given situation will include the following:

- a) the nature and degree of the child's needs,
- b) the safety of the child, the safety of other children in the daycare,
- c) the safety of the employees of the daycare,
- d) the legislated requirements under the *CCEYA*, the *Occupational Health and Safety Act*,
- e) the requirement of the child's parent(s) or legal guardian(s) to provide information for the purpose of the assessing the needs of the child,
- f) the requirement for ongoing cooperation from the child's parent(s) or legal guardian(s) with regard to the accommodation under review or implementation,
- g) the availability of funding or resources to the Daycare; and
- h) any other relevant considerations.

### **Letter #4 – Children of Staff**

During the term of this Collective Agreement, the Daycare will allow children of Bargaining Unit Employees to be enrolled at the Daycare on the same terms and conditions as are generally applicable under the Daycare's admission policies in force at the time of enrollment.

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**Letter #5 - Vacation**

Notwithstanding the language contained in Article 20.1 of the Collective Agreement, the Parties acknowledge that there has been a practice of granting employees vacation with pay.

Accordingly, the Employer agrees to maintain this practice for the life of this Collective Agreement. For clarity, employees will continue to receive vacation time off with pay in accordance with the "Vacation Time Off" column in Article 20.1.01 at their regular rate of pay based on their usual hours of work.

The Parties also agree that employees who are laid off for Summer Months with an expected date of recall for September are entitled to use their full year's vacation entitlement prior to beginning layoff, if they so choose.

All other provisions and language contained in Article 20.1 continue to apply.

**Letter #6 – Program Time Breakdown**

Breakdown of Program time: 5 hours per room preschool, 5 hours for FDK and School Age, no increments of 1 hour-30 minutes for coordinated programming (coworkers programming together). 7:00-7:15am; 8:45 to 9:15am; 3:00-3:30pm. FDK and School Age program time can be done either outside of the centre or at the centre, however program plans and documentation must be presented by the end of the week to the supervisor. During non-school days, the employer will hire additional staff. FDK and School Age staff shall be notified of the schedule for their program time during those non-school weeks.

**Letter #7 – Paid Professional Development**

The Employer shall provide employees with up to five (5) paid days of professional development per year, where the Employer arranges and schedules the professional development being offered. Employees will be compensated for this time only if they attend as required.

**Letter #8 – Communities of Practice**

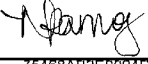
The College of Early Childhood Educators defines communities of practice for RECES:

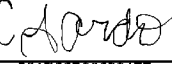
"A group of professionals who share a concern or passion about a practice topic and who wish to learn how to improve this area of practice by communicating and collaborating with each other regularly over time. Communities of practice are examples of reflective practice and collaborative inquiry. In a community of practice, RECES come together to discuss, learn and strategize ways in which to better understand or advance a shared passion as a group and as individuals in daily practice. The voices and perspectives of all members are reflected in the work of a community of practice."


To support RECES and all bargaining unit employees, the Employer will maintain a standing agenda item for staff meetings where staff members are encouraged to raise or share concerns and thoughts with respect to the profession and practice of early childhood education to foster discussion.

DATED AT TORONTO, ONTARIO THIS DAY 10/25/2024

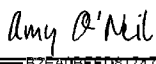
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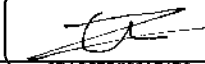
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