

COLLECTIVE AGREEMENT

between

A.B.C. DAY NURSERY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 543.4

TERM: SEPTEMBER 1, 2022 TO AUGUST 31, 2025

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AGREEMENT made this 3rd day of April, 2023.

B E T W E E N:

**A.B.C. DAY NURSERY OF WINDSOR
(hereinafter called the "EMPLOYER")**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 543.4
(hereinafter called the "UNION")**

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
 - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, and other matters mutually agreed to;
 - (c) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 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 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of the Employer save and except the Secretary to the Director, Support Workers, Supervisors and persons above the rank of Supervisor.
- 2.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except when a member of the bargaining unit is not available, when no member of the bargaining unit is on layoff due to lack of work or with the consent of the Union, which consent is not to be unreasonably or arbitrarily withheld.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Union acknowledges that all managerial rights of the Employer hitherto exercised by the Employer shall be reserved to it, except to the extent herein limited; and without limiting the generality of the foregoing, the Union

acknowledges that it is the right of the Employer to:

- (a) manage, conduct and operate A.B.C. Day Nursery of Windsor;
- (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, promote, and for just cause discipline and discharge employees, subject to the right of the seniority employees or the Union on their behalf to lodge a grievance as herein provided.
- (e) The Employer shall have the right at its expense to have an Employee who is absent due to illness or injury of a physical nature referred for an examination to a physician of the Employer's choice or any other physician as mutually agreed upon.

The physician shall provide the Employer and the Union with a written report of the Employee's prognosis and estimated date of return.

- (f) The Employer shall have the right at its expense to have an Employee who is absent due to a psychological or mental illness or injury referred for an examination to a psychiatrist/psychologist.

The physician or psychiatrist/psychologist shall provide the Employer and the Union with a written report of the Employee's prognosis and estimated date of return.

3.02 The Employer agrees that such rights will be exercised in a manner consistent with the terms of this Agreement.

ARTICLE 4 - GENERAL

4.01 Whenever the singular or feminine are used in this Agreement, the same shall be construed as being the plural or the masculine where the context or the parties hereto so require.

4.02 The term "working days" when used in this Agreement shall exclude Saturdays, Sundays and paid holidays.

4.03 (a) The term "part-time employee" when used in this Agreement shall mean an employee who is regularly scheduled to work less than thirty-two (32) hours per week, averaged over a four (4) week period.

A part-time employee who exceeds thirty-two (32) hours per week averaged over a four (4) week period will be recognized as a "full-time employee" for the purposes of this collective agreement.

- (b) The term "full-time employee" when used in this Agreement shall mean an employee who is regularly scheduled to work seven and one-half (7-1/2) or eight hours per day by seniority, and thirty-seven and one-half (37-1/2) or forty (40) hours per week by seniority on a rotating basis, or an employee who is regularly scheduled to work seven (7) hours per day and thirty-five (35) hours per week on a non rotating basis. Such non rotating hours shall be offered to the most senior person at the Centre where the hours are required.

- 4.04 The term "temporary Employee" when used in this Agreement shall mean an Employee who is employed for a specified task and for a specified period of time not exceeding one (1) year. The Employer shall advise the Union in writing, prior to hiring any temporary Employee, of their name, classification, date of employment and expected date of termination. The Employer agrees that when a temporary position becomes available for a period of two (2) months or more, the position shall be posted for a period of three (3) working days, not including Saturday and Sunday or paid holidays, to allow full or part-time Employees who are working less hours the opportunity to apply. The applicants will be considered using the factors set out in sub-article 16.03.

If the period of employment of a temporary Employee will exceed the one (1) year period, the Employer agrees to notify the Union, and request the Union's agreement to extend the employment period. Such request will not be unreasonably denied.

- 4.05 The term "supply employee" when used in this Agreement shall mean an employee who is employed on an as required basis.
- 4.06 Definition of Spouse shall mean lawfully married, common law for at least 12 months including same sex.

ARTICLE 5 - STRIKES AND LOCK-OUTS

- 5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 5.02 The word "strike" and the word "lock-out" shall be as defined in the Labour Relations Act.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The Employer agrees that it will not discriminate against any employee because of Union membership or activity, age, race, sex, colour, creed, marital status, religious or political affiliation or activities, national origin, place of residence or relationship to another employee.
- 6.02 The Employer and the Union agree that neither will, at any time, act or proceed in any manner contrary to the provisions of the Employment Standards Act, the Labour Relations Act or the Ontario Human Rights Code.
- 6.03 Age, when used in this Agreement, shall mean age as defined in the Ontario Human Rights Code.
- 6.04 The Employer and all employees shall comply with the Employer's Workplace Violence and Harassment Policy. All allegations of a breach of this Policy will be investigated pursuant to the Policy.

ARTICLE 7 - UNION MEMBERSHIP

- 7.01 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 2.01 shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 8 - CHECK OFF OF UNION DUES

- 8.01 The Employer shall deduct from every Employee any dues levied by the Union on its members. The Employer shall deduct Union dues on a bi-weekly basis, from the Employee's pay cheque. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked off as stated above.
- 8.02 The Employer will make every attempt to complete within the first five (5) days of the following month, remit to the Union the total of the deductions made for the preceding month together with a list of the employees and their classifications from whom the deductions were made.
- 8.03 The Employer will include in the yearly Income Tax (T-4) slips issued to employees the amount of Union dues paid by each employee.
- 8.04 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of deductions made by the Employer from employees' wages as hereinbefore provided.

ARTICLE 9 - INTERVIEWS AND NOTIFICATION

- 9.01 Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for a maximum of thirty (30) minutes during the first five (5) working days of employment except for the month of September for the purpose of acquainting the new employee with the benefits and duties of union membership and her/his responsibilities and obligations to the Employer and the Union. Employer will give notice to the Union within three (3) working days of a new employee being hired (supply included).
- 9.02 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Chairperson of this Local. A copy of any correspondence between the Employer, or its 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 Chairperson of this Local or her designate. A copy of all correspondence referred to above shall also be sent to the Union's National Representative.
- 9.03 Any reports or recommendations of the Employer about to be made to the Municipal, Regional, or Provincial Governments or their respective advisory committees dealing with matters of day care policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union within a reasonable amount of time in order to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them before they are dealt with by the respective government body. Similarly, any submissions prepared by the Union shall be given to the Employer to allow time for mutual discussion if desired.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 10.01 The Employer shall recognize a Negotiating Committee comprised of not more than six (6) members of which one (1) will be the Chairperson. Not more than two (2) members of the Negotiating Committee shall be employed at any one Centre at the time that the Union advises the Employer of the names of the members of the Negotiation Committee, which notification shall be given in advance of the negotiations.
- 10.02 Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, may be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 10.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other

advisors when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

- 10.04 The members of the Negotiating Committee may attend negotiating sessions with the Employer and shall not suffer any loss of pay or benefits for the total time involved in negotiations with the Employer.
- 10.05 Within ten (10) days of receipt of a written request by the Union, the Employer shall make available to the Union any information required by the Union:
- (a) within the Employer's possession with respect to job descriptions, positions in the bargaining unit, job classifications and wage rates; and
 - (b) within the Employer's possession, power and control with respect to financial and actuarial information pertaining to pension and welfare plans that the Union considers pertinent for collective bargaining purposes.
- 10.06 The Employer and the Union agree to form a committee in each centre consisting of one (1) safety representative of the Employer and Union with the mutual desire to maintain standards of safety and health in the work areas in order to prevent accidents, injury or illness. Members of the Committee will be paid their regular salary to do the inspection which will be done during their regular hours of work. The Committee meeting will take place promptly at the end of their shift on a quarterly basis which time will be unpaid, according to the OHSA.
- 10.07 If agenda items arise the Union chair will arrange a meeting during work hours with the Executive Director.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.
- 11.02 The Employer will recognize five (5) Stewards and a the Sub Unit Chair elected or selected from the bargaining unit members by members of the bargaining unit. There shall be no more than one (1) Steward elected or selected from each unit or day care centre affected by this Collective Agreement. An employee who is elected as a Steward for a facility and who is subsequently transferred to a second facility by the Employer, shall continue to serve as Steward for the first facility for the duration of the Agreement. An employee who is elected as a steward for a facility and who is subsequently transferred to a second facility by

the employer, shall continue to serve as steward for two (2) months at which time a new steward will be selected.

- 11.03 The Employer will not recognize any employee as a Steward or Chief Steward until it has received written notice from the Union to this effect. The Union will inform the Employer, in writing, of any changes in the names of the Stewards.
- 11.04 It is acknowledged, understood and agreed that Stewards have their regular duties to perform as employees and that such duties must be performed in the same manner and to the same extent as other employees. A Steward shall not leave her regular duties without receiving permission from the Supervisor or her designate. The Supervisor or her designate will not unreasonably refuse to grant a Steward permission to leave her duties for a reasonable period of time without loss of pay in order to perform any of the duties required to be performed by a Steward pursuant to this Agreement. Time for Steward duties shall be granted within the next working day.
- 11.05 Representatives of the Union and the grievor(s) shall not suffer any loss of pay or benefits for the total time involved in the processing of a grievance or in the engagement of arbitration procedures.
- 11.06 A grievance shall be defined as any difference or dispute between the Employer and an employee of the Employer described in Article 2 of this Agreement regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and any allegation that this Agreement has been violated. Employees described in Article 2 of this Agreement shall process their grievances in the manner and within the time limits prescribed in this Article and in Article 12 of this Agreement.
- 11.07 Notwithstanding anything contained in this Agreement, the provisions of this Article and the provisions of Article 12 of this Agreement shall not apply to probationary employees with respect to the termination of their employment by the Employer within the probationary period as set out in Article 14 nor shall the provisions of this Article or the provisions of Article 12 of this Agreement be available to the Union on behalf of any probationary employee with respect to the termination of the employment of the probationary employee during the probationary period as set out in Article 14 of this Agreement.
- 11.08 Notwithstanding anything contained in this Agreement, the provisions of this Article and the provisions of Article 12 of this Agreement shall not apply to temporary employees with respect to the termination of their employment by the Employer nor shall the provisions of this Article of this Agreement be available to the Union on behalf of any temporary employee with respect to the termination of the employment of the temporary employee.

11.09 An employee employed within the bargaining unit described in Article 2 of this Agreement, or a Steward on her behalf, who has a complaint may firstly take the complaint up with the Supervisor of the facility or the Supervisor's designate within two (2) working days of the time when the cause of the complaint occurred. The employee may be accompanied by her Steward, if she so desires. If the complaint is not satisfactorily resolved within two (2) working days after the employee has contacted the Supervisor or her designate, the complaint may then be taken up as a grievance in the following manner.

STEP 1

The Steward will submit a grievance in writing to the Supervisor or her designate within ten (10) working days after the date on which the cause of the complaint occurred or became known to the grievor. The Supervisor or her designate shall deliver her decision in writing to the Steward within five (5) working days after the date on which the Supervisor or her designate received the written grievance and the Supervisor or her designate shall provide the employee with a copy of the decision.

STEP 2

If the decision of the Supervisor or her designate is not satisfactory to the grievor concerned, then within five (5) working days the grievance may be referred to the Director, who shall arrange a meeting of the parties within ten (10) days. The Director shall render her decision within five (5) days of the meeting.

STEP 3

If the decision of the Director or her designate is not satisfactory to the grievor concerned and provided the complaint and the grievance have been processed in the manner hereinbefore provided, within the time limits prescribed, the grievance may be taken to arbitration in accordance with Article 12 of this Agreement.

11.10 In the case of a grievance alleging the improper discharge of a full-time or part-time employee employed within the bargaining unit described in Article 2 of this Agreement, the Steward may submit a grievance in writing to the Supervisor or her designate as provided in Step 1 of sub-article 11.09 of this Agreement within five (5) working days after her discharge. Thereafter, the grievance shall be dealt with as provided in Step 1 of sub-article 11.09 of this Agreement.

11.11 The Union may submit a 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.

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

11.13 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

ARTICLE 12 - ARBITRATION PROCEDURE

12.01 Either party may, subject to Article 11 of this Agreement, notify the other party in writing of its desire to submit a grievance to arbitration. The notice shall be delivered by the party desiring to submit the grievance to arbitration to the other party within fifteen (15) working days after the date on which the Supervisor or her designate delivered the written decision as provided in Step 2 of sub-article 11.09.

12.02 Following receipt of the notice as provided in sub-article 12.01, the Employer and the Union shall endeavour to select an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator within fifteen (15) working days, or within such longer period as may be mutually agreed upon, after the notice referred to in sub-article 12.01 is received, either party may then request the Minister of Labour to appoint an arbitrator.

12.03 The arbitrator shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the Employer, the Union and any employee or employees affected by it.

12.04 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 decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement.

12.05 The Employer and the Union will each pay one-half (1/2) of the arbitrator's fees and expenses.

12.06 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties in writing.

ARTICLE 13 - SUSPENSION, DISCHARGE AND DISCIPLINE

13.01 Where the Employer initiates a disciplinary action against an employee who has completed her probationary period, the employee shall be advised by the Employer of the employee's right to have a Union Steward present. All disciplinary action shall be taken within seven (7) working days (excluding Saturday, Sunday and holidays) after the cause for the discipline came to the attention of the Director. Copy of all discipline issued by the Employer shall be

provided to the Union Chairperson or Steward.

- 13.02 In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.
- 13.03 An employee shall have the right to have her Steward present at any discussion with the Employer which the employee believes might be the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall so notify the employee in advance of the purpose of the interview, as well as letting the employee know what brings rise to the meeting, in order that the employee may contact her Steward to be present at the interview.
- 13.04 The record of an employee shall not be used against her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 13.05 Upon one (1) day prior notice, an Employee shall have the right to have access to and review her/his 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 14 - SENIORITY

- 14.01 Seniority for Employees shall be accumulated from the date they were awarded the permanent position.
- 14.02 The term "seniority employee", when used in this Article, shall not include temporary or supply employees.
- 14.03 (a) The Employer shall maintain and post in each centre a seniority list indicating the names of seniority employees employed within the bargaining unit described in Article 2 of this Agreement and their respective seniority dates and classifications.
- (b) When more than one employee is hired on the same date these employees shall be listed on the seniority list on the basis of the employee with the longest period of continuous employment as a supply being listed as the most senior employee and the date of application for employment.
- 14.04 The Employer will revise the seniority lists on January 1st of each year.
- 14.05 The Employer shall advise the Union by the fifteenth (15th) day of each month of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit, occurring within the previous month.

- 14.06 (a) A newly hired employee, except for a temporary employee or supply employee, shall be on probation for a period of six (6) calendar months from the date of hire. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except where herein restricted. After completion of the probationary period, seniority shall be effective from the original date they were awarded a permanent position. 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).
- (b) Employees with highest seniority will be assigned to permanent location (rooms) and the lower seniority employees will be utilized on a room to room basis. A senior employee who returns to work during the period from April 1st to June 30th in any year following an absence from work of six (6) months or longer shall be utilized on a room to room basis until July 1st of that year with the exception of WSIB.
- 14.07 The appointment, selection or promotion of any employee to a position not subject to the provisions of this Agreement is not covered by this Agreement. If a seniority employee is appointed, selected or promoted to a permanent position which is not subject to the provisions of this Agreement and is later transferred back to a position within the bargaining unit, such employee shall return to the bargaining unit with all of the seniority which that employee had at the time of her appointment, selection or promotion and such employee shall be credited with additional seniority with respect to the time when she was not employed within the said bargaining unit subject to a maximum credit of six (6) months. The employees appointed to a temporary position which is not subject to the provisions of this Agreement shall not suffer any loss of seniority for the time employed outside the bargaining unit and shall continue to accumulate bargaining unit seniority during said appointment, to a maximum credit of six (6) months seniority. This period of accumulation may be extended beyond six (6) months with the approval of the Union for a maximum of two (2) times. At the end of this time frame the employee will be removed from the bargaining unit and be designated as a permanent management person.
- 14.08 When an employee is, or has been transferred to a position which is not subject to the provisions of this agreement, shall retain her seniority for a period of twelve (12) months if filing a contract or six (6) months if filing a permanent vacancy. If and when the employee returns to the bargaining unit they must remain their for a minimum of one (1) year before posting to a position outside of the bargaining unit. After twelve (12) for a contract position or six (6) months for a permanent vacancy, all seniority shall be lost.

14.09 Seniority will be lost and employment will be terminated if:

- (a) an employee quits or resigns in writing and does not withdraw within two (2) days;
- (b) an employee is discharged and is not reinstated pursuant to the grievance procedure and/or arbitration procedure as herein provided;
- (c) an employee fails to report for work for three (3) consecutive working days without notifying the Employer and providing a satisfactory reason for such failure;
- (d) an employee is laid off for a period in excess of twelve (12) consecutive months.
- (e) an employee who has been laid off fails to return for work within ten (10) working days after being recalled without notifying the Employer and providing a satisfactory reason for such failure. Notice of recall which has been sent to the employee by registered mail at her address on the records of the Employer shall conclusively be deemed to have been received by the employee on the (3rd) day after it was mailed;
- (f) An employee accepts other employment while on leave of absence without permission of the Employer;
- (g) An employee is absent from work due to illness or injury (including an employee who was injured on the job which is covered by Workplace Safety and Insurance Board) for a period in excess of twenty-four (24) consecutive months. Subject to the provision of the Workplace Safety and Insurance Act and the Ontario Human Rights Code.
- (h) An Employee can request in June of each year in writing a transfer to another location which will take place by September. No further transfer requests can be made for a period of twelve (12) months from the original transfer. No request will be unreasonably denied.

14.10 An employee absent due to an injury or disability for which benefits are provided under the Workplace Safety and Insurance Board or an employee absent due to pregnancy or parental leave shall continue to accumulate seniority for the duration of such absences on the basis of the average weekly hours worked by the employee in the eight (8) full calendar weeks immediately preceding the absence.

ARTICLE 15 - SUPPLY EMPLOYEES

- 15.01 The Employer shall keep a list of supply employees which shall be known as a "Supply List".
- 15.02 The Employer shall call supply employees as required to replace employees who must be absent from their regularly scheduled shift.
- 15.03 The Employer shall endeavour to distribute the hours/regularly scheduled shifts as equitably as possible, while ensuring there is consistency in the classroom.
- 15.04 A supply employee shall be deemed to be a temporary employee only for the purposes of Articles 11 and 12 of this Agreement.
- 15.05 In the event that the Employer requires a third employee in a Room on a full-time basis for a period in excess of six (6) weeks because of increased enrolment, the Employer shall post the position in accordance with Article 16. If the posting is for a temporary period and a supply employee is the successful applicant, the employee shall continue to be treated as a supply employee for all purposes except for wages. Subject to satisfactory performance by the employee, the assignment will be maintained for the duration of the period of increased enrolment. No permanent full-time employee shall lose any hours of work as a result of the assignment.

ARTICLE 16 – JOB POSTING

- 16.01 When a permanent vacancy or new position occurs within the bargaining unit described in Article 2 of this Agreement, the Employer shall immediately notify the Union of the vacancy and post notices of the vacancy in all facilities for a period of five (5) working days in order to allow employees to apply. Successful applicants shall be notified as soon as possible, and the posted vacancy shall be filled within ten (10) working days of the date of the initial posting.
- 16.02 Notwithstanding the above, vacancies arising as a result of the retirement of an employee shall be posted, if the Employer intends to fill same, sixty (60) days prior to the employee's retirement date and shall be filled within one (1) week after the employee's retirement date.
- 16.03 In considering applications for posted vacancies, the position shall be awarded to the applicant with the greatest seniority and having the required knowledge, education, skill and qualifications to meet the normal requirements of the job. If no seniority applicants (permanent current employee) apply then the position shall be awarded to the most suitable RECE for the job.

- 16.04 If no applications are received from employees or if none of the applicants are qualified for the posted vacancy, the Employer may then fill the vacancy in such manner as it determines.
- 16.05 The initial posting shall not result in more than one (1) additional posting.
- 16.06 The Employer may fill a posted vacancy in such manner as it determines until the vacancy is awarded to an employee or the Employer hires a new employee in accordance with sub-article 16.04.
- 16.07 All job postings shall contain information with respect to the location of the vacancy including the facility and room, the wage scale and hours of work, and the knowledge, education, skills and qualifications required for the position.
- 16.08 The Employer shall post the name of the employee awarded the posted vacancy or the name of the person hired for the position within seven (7) days of filling the vacancy.
- 16.09 The Employer will advise the Union in advance of any situation which will result in a permanent reduction of staff.
- 16.10 Temporary and Supply Employees may apply for posted vacancies. Where a Temporary or Supply Employee is the successful applicant and they successfully complete a six (6) month probationary period, shall be deemed to have an original date of hire of the date on which they were awarded the posted position.

ARTICLE 17 - LAYOFFS

- 17.01 A layoff shall be defined as a reduction in the workforce or a reduction in hours attributable to a lack of work.
- 17.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, the following shall apply:

- (a) All staff may elect to take a voluntary lay-off in accordance with seniority;
- (b) All temporary and probationary employees will be laid off first, providing that the remaining employees have the requisite knowledge, education, skills and qualifications;
- (c) If further employees are to be laid off, employees shall be laid off in reverse order of their bargaining unit-wide seniority;

- (d) 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.

17.03 Employees shall be recalled in the order of their seniority provided they have the requisite knowledge, education, skills and qualifications.

17.04 Employees hired while employees are on lay-off will not be scheduled to work while employees are laid off.

17.05 If a bump occurs, once hours/positions are restored then the bumped employee will have the opportunity to go back to their original position, if the position still exists.

17.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 The Employer may grant leaves of absence for legitimate personal reasons provided that the employee delivers a written request for a leave of absence at least four (4) weeks prior to when the leave of absence of a week is to commence. If you require a day unpaid it must be requested forty-eight (48) working hours prior to the date requested and will be approved or denied by the Employer within 24 working hours of this request. This notice period may be waived in cases of emergency. A leave of absence, if granted, will be without pay and benefits. The Employer shall not act unreasonably or arbitrarily in denying a request for a leave of absence.

The Employer shall respond to the Leave of Absence Request within two (2) weeks of the request being made. All vacations will be approved prior to leaves by facility. All employees who have put in for a leave will be notified no less than two (2) weeks prior to the leave starting. Save and except July and August leaves, where employees will be given one (1) week notice.

18.02 The Employer shall, when presented with a request in writing from the Union, at least two (2) weeks in advance of when the leave of absence is to commence, grant a leave of absence without loss of pay, benefits or seniority for the purpose of Union business such as conventions, delegations, seminars and provincial or national committees. The request shall state the purpose of the leave of absence and the length thereof. The maximum number of working days which can be taken in a year under this sub-article shall not exceed thirty (30) working days for the Unit Chair and 20 working days for any other member in the aggregate. Such leave shall be limited to three (3) employees at one time. A bill

for wages and benefits will be submitted to the local for reimbursement to the Employer. All bills will be sent to the Union at the end of every month. The Union will only pay what is noted on the bill.

- 18.03 Upon request, the Chairperson of the Unit and the Executive Board Members (maximum 2) shall be permitted one-half (1/2) days leave of absence with benefits but without pay each month to attend to Union business. The Chairperson of the Unit and the Executive Board Members shall not attend any of the Employer's facilities while on leave pursuant to this sub-article. Such time shall not be included in the computation of time referred to in sub-article 18.02 above.
- 18.04 Employees on placement duty shall suffer no loss in seniority and/or benefits during placement tour.
- 18.05 The Employer shall allow an employee a leave of absence for the purpose of being a candidate in a federal, provincial or municipal election.
- 18.06 An employee who is elected to public office shall be allowed a leave of absence without pay or benefits. Such employee shall continue to accumulate seniority during her first term of office.
- 18.07 An employee who is elected or selected for a full-time/temporary position with the Union, or anybody which the Union is affiliated, shall be granted a leave of absence without pay or benefits and without loss of seniority for a period of up to one (1) year.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 (a) A leave of absence of up to five (5) consecutive working days without loss of pay or benefits shall be granted to an employee in the case of the death of an employee's mother, father, spouse (including common-law spouse), child or step-child. One day may be carried to use for a memorial service at a later date.
- A leave of absence of up to two (2) consecutive working days without loss of pay or benefits shall be granted to an employee in the case of the death of an employee's step-mother and /or step-father.
- (b) A leave of absence of up to two (2) consecutive working days without loss of pay or benefits shall be granted to an employee in the case of an employee's grandparent, mother-in-law, father-in-law, sister, brother and grandchild. One day may be carried to use for a memorial service at a later date.

- 19.02 In the event of the death of one of the family members referred to in sub-article 19.01 (a), (b), the Employer shall grant to an employee a further two (2) days of bereavement leave without pay but with no loss of benefits, upon notice from the employee given to the Employer prior to the commencement of the period of paid bereavement leave.
- 19.03 In the event of the death of an employee's aunt or uncle, sister-in-law or brother-in-law, or grandparent(s) of a spouse, an employee shall be granted one (1) working day's leave, with loss of pay but without loss of benefits, for the purpose of attending the funeral, if the funeral is held on a day that the employee is scheduled to work. If an additional day is required by an employee, the employee may request an unpaid day off.
- 19.04 Where the burial or memorial service for one of the relatives referred to in this Article occurs outside of the Province of Ontario, the employee shall be allowed reasonable additional leave with benefits but without pay, having due regard to the distance required to be travelled by the employee and the means by which the employee proposes to cover that distance.
- 19.05 The Employer may require an employee to provide reasonable proof of death of one of the relatives listed above, prior to payment.
- 19.06 If a child in the direct care of an employee at ABC Day Nursery passes away, those employees who work directly with that child will be able to attend the funeral.

ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE

- 20.01 An employee who is pregnant and who has been employed for at least thirteen (13) weeks preceding the expected birth date, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration, which leave may begin earlier than seventeen (17) weeks prior to the expected birth date of the child.

The employee shall give written notice two (2) weeks prior to the date upon which she intends to commence the pregnancy leave and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If an employee stops working because of complications caused by her pregnancy, the notice and certificate referred to above shall be provided within two (2) weeks of stopping work.

The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the date that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth. An employee may end the pregnancy leave by giving the Employer at least four (4) weeks written notice.

20.02 An employee who has been employed by the Employer for at least thirteen (13) weeks and who has become a parent either through the birth of their child or the coming of the child into the custody, care and control of the employee for the first time is entitled to, up to thirty-five (35) weeks parental leave if the employee took pregnancy leave and up to thirty-seven (37) weeks parental leave otherwise. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give two (2) weeks notice of the commencement of parental leave unless the child comes into the custody, care and control of the employee sooner than expected, in which case, notice must be given to the Employer within two (2) weeks of stopping work. An employee may end parental leave at any time by providing at least four (4) weeks written notice.

20.03 Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date on the provision of at least two (2) weeks notice.

Where notice to end a pregnancy or parental leave has been given, that notice may be changed if the employee gives at least four (4) weeks written notice.

20.04 Employees will be enrolled and/or continue to be enrolled in the benefit plan as per Article 26 of the Collective Agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee is absent on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premiums for the benefit plans set out in Article 26, may make such arrangements with the Employer that are mutually satisfactory, but failing such arrangements, the employee shall make such payments by postdated cheques.

Where an employee gives notice that they do not wish to pay their portion of the premiums for the benefits set out in Article 26, coverage will be discontinued. The re-enrollment of the employee upon the return to work shall be carried out in accordance with the requirements of the insurance plan.

20.05 Employees will continue to accumulate seniority during pregnancy and/or parental leave.

20.06 Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a

comparable position, if it does not, the reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.

20.07 An employee, who presents a doctor's certificate satisfactory to the Employer, stating that a longer period of leave is required for health reasons for the employee or the employee's newborn child, shall receive a leave of absence for up to a maximum of one (1) year following the last date of the employee's maternity leave, without benefits although with seniority.

ARTICLE 21 - JURY DUTY

21.01 An employee who is required to report for jury duty or required to attend a Court proceeding pursuant to a subpoena, other than where the employee is a party to the proceeding, will be paid by the Employer the difference between her regular straight time hourly rate of pay to a maximum of eight (8) hours in any day and the amount paid to the employee for such jury duty or pursuant to the subpoena, excluding payment for travelling, meals or other expenses.

21.02 In order to qualify for payment from the Employer under this Article, the employee must meet the following eligibility requirements:

- (a) The employee must notify the Employer that she has been summonsed for jury duty or subpoenaed as a witness in a proceeding upon receipt of such notice; and
- (b) The employee shall furnish evidence to the Employer that she reported for jury duty, that she sat as a member of a jury on the days for which she claims payment or that she attended at the proceeding pursuant to the subpoena.

21.03 The Company's obligation under this Article is limited to a maximum of five (5) consecutive working days in any period of twelve (12) consecutive months.

21.04 Time spent by an employee required to serve as a Court Witness in any matter arising out of her employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 22 - SICK LEAVE

22.01 (1) On January 1 of each year, all full-time and part-time employees shall be granted two (2) paid sick days, to be paid at the rate of the employee's normal daily straight time hourly rate of pay.

- (2) In addition, on the first day of each and every month (including January 1st each year) every full-time and part-time employee shall be granted a further one-half ($\frac{1}{2}$) paid sick leave day provided the employee worked at least eight (8) shifts in the previous month.
- (3) For greater certainty, a one-half ($\frac{1}{2}$) paid sick leave day equals one-half ($\frac{1}{2}$) of the employee's average daily hours worked in the eight (8) full calendar weeks immediately preceding the absence.

Employees who are on leave of absence for any reason for one (1) year or more will only be credited with pro-rated sick leave days upon return to work.

1-3 months before January – $\frac{1}{2}$ day
3-6 months before January – 1 day
6-9 months before January – 1.5 days
9-12 months before January – 2 days

- 22.02 A part-time employee shall be paid sick leave on the basis of the average daily hours worked by the employee in the eight (8) full calendar weeks immediately preceding the absence.
- 22.03 An Employee shall be entitled to use five (5) sick days as personal leave days. Except in emergency situations, an Employee shall give the Employer at least forty-eight (48) hours notice of when they intend to take a personal leave day. The Employer agrees to give approval in writing to an Employee's request within twenty-four (24) hours from receipt of the notice from the Employee. A personal leave day can be used prior to or after a vacation week except March Break, Christmas Holiday and the months of July and August. Personal days cannot be combined at any time unless of an emergency nature. A personal day cannot be used before or after a holiday.
- 22.04 An employee shall be entitled to accumulate up to ninety (90) sick days. An employee who leaves the employ of the Employer shall not be entitled to any payout of any unused sick leave.
- 22.05 Sick leave benefits shall not be used in less than one-half ($\frac{1}{2}$) day increments.
- 22.06 An employee who is on sick leave for a continuous period exceeding sixty (60) days shall continue to accumulate seniority up to and including the sixtieth (60th) day of that period of sick leave, on the basis of the average weekly hours worked by the employee in the eight (8) full calendar weeks immediately preceding such leave.

22.07 An employee shall be required to produce a certificate from a qualified medical practitioner, for any illness or injury which has resulted in the loss of more than three (3) consecutive days of work, certifying that they are unable to perform their duties due to illness or injury. The Employer will call the employee while they are off requesting that they provide a doctors note upon their return. The cost of the doctor's note will be paid by the Employer to the maximum of thirty-five dollars (\$35.00) upon receipt.

22.08 Probationary employees shall not be entitled to sick leave pursuant to this Article.

22.09 Return to Work

When an employee has been off for an extended period of time due to an approved leave of absence, injury, illness, or Pregnancy/Parental Leave, and gives the Employer four (4) weeks notice of their return to work, the Employer will give the employee two (2) weeks written notice as to what location and classroom the employee will be working in upon her return date.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

23.01 The normal hours of work for full-time employees shall be anywhere from eight (8) hours to seven (7) hours per day, Monday to Friday, inclusive of a daily one (1) hour unpaid lunch period. If both the Employer and employee agree, a one-half (1/2) hour unpaid lunch may be taken.

If mutually agreed between the employee and the Employer, a staff can agree to work eight (8) hours in one day. Those hours will be paid out on the current pay. Working eight (8) hours a day will not be done on a regular basis.

23.02 All shifts shall be scheduled between the hours of 6:00 a.m. and 6:00 p.m. except the Jefferson location. Notwithstanding the above, the employer shall have the right to post and fill split shifts. In this event shifts may be less than seven and one half (7 ½) hours in duration.

23.03 Staff are allowed to bring their snack into the room to be consumed during the children's snack time, which will take the place of their ten (10) minute rest period. Water bottles are permitted. All other drinks must be in a sealed thermos container.

23.04 All schedules for each facility shall be posted four (4) weeks in advance. Employees shall be notified of schedule changes not less than sixteen (16) working hours in advance except in cases of emergency or for reasons beyond the control of the Employer.

23.05 The Employer agrees to rotate shifts to all assigned full-time employees working 7.5 hours throughout each centre, subject to maintaining adequate qualified staff

within each area. 7 hour shifts, will be set shifts based on seniority in each centre.

- 23.06 Upon consultation and agreement with the Employee, the Employer may temporarily assign an Employee to work at another Centre on forty-eight (48) hours prior notice. Where there is no agreement with the Employee, the Employer may assign the most junior qualified Employee to the position. The Employer may permanently assign an Employee to work at another Centre with a minimum of two (2) weeks written notice prior to the actual date of the permanent transfer to another Centre or another room. Temporary transfers will be reviewed by the Employer at intervals of not greater than ninety (90) calendar days and the Employee will be advised as to the expected duration of the transfer. Such transfer shall not be done in a discriminating manner. Only the employee being transferred will receive two (2) weeks written notice of the transfer prior to it being posted.
- 23.07 If a reduction in hours is required by the Employer of employees on a certain shift, such reduction shall first be offered to employees on that shift in accordance with their seniority at the facility. If further reduction is required, such reduction shall be in reverse order of seniority at that facility, provided that employees retained are qualified and that adequate staff remain to staff the facility.
- 23.08 Overtime shall be defined as any hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- 23.09 All overtime shall be paid at one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay.
- 23.10 Notwithstanding anything in this Agreement, the following is not to be construed or applied as constituting overtime within the meaning of this Article:
- (a) attendance at (1) staff meeting which would include a representative from each of the sites once a year with the director and supervisors present which will be held after hours;
 - (b) attendance at , at least one (1) site specific staff meetings with the director/designated present, which is held after hours;
 - (c) attendance at one (1) Parent Social in June;
 - (d) one (1) Parent Social in the Fall/Winter.

Time spent at any of the above noted meeting will be paid at straight time.

- 23.11 (a) Subject to sub-article 23.11 (b) below, in the event of absences of greater than one (1) day or where the Employer is aware of an absence at least twenty-four (24) hours in advance, qualified part-time staff within the Centre concerned shall be offered the temporary vacancy in order of seniority in preference to supply employees who shall then fill the vacancy created by the part-time staff.
- (b) In the event that the absence referred to in sub-article 23.11 (a) is anticipated to continue for one (1) or more months, the Employer shall, within two (2) working days, offer the temporary vacancy to qualified part-time employees in order of seniority prior to hiring or transferring a temporary employee to fill the temporary vacancy. Where a part-time employee accepts the temporary vacancy, supply employees shall then fill the vacancy so created.
- 23.12 Employees, except supply employees, reporting for work on his/her regular schedule of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of four (4) hours of pay, unless the employee agrees to leave work prior to the expiration of the four (4) hour period. Supply employees shall be guaranteed a minimum of two (2) hours pay for reporting for work.
- 23.13 The Employer shall schedule no less than two (2) employees to open and close each centre. Employees when used in this sub-article shall include non-bargaining unit employees.
- 23.14 Full-time Employees may make application to the Employer to work part-time hours for a specified period of time. The Employer shall consider the application and make every reasonable effort to accommodate the Employee's request. The Employee will be considered to be a part-time Employee if the period of part-time work exceeds two (2) months.

ARTICLE 24 - PAID HOLIDAYS

24.01 The following will be recognized as paid holidays:

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

24.02 Any employee who is required to work on a paid holiday and who actually works on a paid holiday will be paid one and one-half (1½) times her regular straight time hourly rate of pay and shall also receive time off in the equivalent of the number of hours actually worked on the paid holiday. A full-time or part-time employee who is not required to work on a paid holiday and who does not work

on a paid holiday will be paid for the hours that the employee would have normally worked on that day had the day not been a holiday at her regular straight time hourly rate of pay. In order to qualify for such payment, the employee must work her regularly scheduled shift both preceding and following the paid holiday. Employees who receive prior approval to use a vacation day on either of the above days shall be entitled to holiday pay.

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

24.04 Each full-time and part-time employees shall also be entitled to one (1) day off with pay from December 1st to the end of the holiday period as determined by the School Boards in Windsor/Essex County.

24.05 Requests for a day off during the above periods (plus two alternate dates) shall be submitted to the Employer by the November 15th each year and the Employer shall confirm the holiday dates by November 25th. Christmas personal days will be offered in order of highest seniority.

24.06 Employees who cannot be given a day off during the periods outlined above, shall be paid at the rate of two and one-half (2 1/2) times their regular straight time hourly rate of pay for all hours worked on the day off requested by the employee.

24.07 An employee shall not lose holiday pay under sub-article 24.02, only by virtue of the scheduling of the holiday provided for in sub-article 24.04.

ARTICLE 25 - VACATIONS

25.01 Employees will be granted vacation with pay as follows:

(a) An employee who has been continuously employed by the Employer for one (1) year, the four percent (4%) increase will start on your anniversary date. Therefore the first year in the new tier, you will accumulate vacation pay from your anniversary date until June 30th. You are entitled to your two (2) weeks vacation, but will only be paid out what is in your pot. Thereafter, vacation will accumulate from July 1st to June 30th.

(b) An employee who has been continuously employed by the Employer for five (5) years, the six percent (6%) increase will start on your anniversary date. Therefore the first year in the new tier, you will accumulate vacation pay from your anniversary date until June 30th. You are entitled to your three (3) weeks vacation, but will only be paid out what is in your pot. Thereafter, vacation will accumulate from July 1st to June 30th.

- (c) An employee who has been continuously employed by the Employer for ten (10) years, the eight percent (8%) increase will start on your anniversary date. Therefore the first year in the new tier, you will accumulate vacation pay from your anniversary date until June 30th. You are entitled to your four (4) weeks vacation, but will only be paid out what is in your pot. Thereafter, vacation will accumulate from July 1st to June 30th.
- (d) An employee who has been continuously employed by the Employer for fifteen (15) years, the ten percent (10%) increase will start on your anniversary date. Therefore the first year in the new tier, you will accumulate vacation pay from your anniversary date until June 30th. You are entitled to your five (5) weeks vacation, but will only be paid out what is in your pot. Thereafter, vacation will accumulate from July 1st to June 30th.
- (e) When an employee who has been continuously employed by the Employer for twenty (20) years, on their anniversary date they will receive one thousand and one hundred dollars (\$1,100.00) minus mandatory deductions. The effective date is July 1st, 2024. This payment will be made in their twentieth (20th) year and every year thereafter.

*The entitlement at twelve percent (12%) will cease as of June 30th, 2023. These employees will be entitled to their six (6) weeks vacation to be taken until June 30th, 2024 at the twelve percent (12%) accrual rate.

- 25.02 a) The following rules shall apply to vacations during the period from September 15th to June 30th each year program wide for Cooks and the Program Coordinator, and for all other classifications by seniority in each school.
1. Requests for vacation shall be submitted in writing not more than three (3) months and not less than two (2) weeks in advance, unless there are special circumstances.
 2. Requests may be for less than one (1) week except during March Break, July, August and the Christmas break (the two (2) weeks as set out by the Windsor/Essex School Boards). Only one (1) week can be broken into individual days outside of above.
 3. The employer shall respond to each request for Christmas no later than Dec. 5th, all the responses will be provided in writing.
 4. Responses for March Break requests will be received no later than two (2) weeks prior. The response will be provided in writing.
 5. All other dates under this article, the response to the vacation

submission will be provided no later than seven (7) days from the date it was submitted. The response will be provided in writing.

6. In the event there is a conflict between pending vacation requests, seniority shall govern. No vacation request will be unreasonably denied.
7. Once vacation has been approved for July, August, March Break and Christmas it will stand as approved.
8. If outside of the above time five (5) vacation days can be rescheduled if the cancellation is out of your control.

25.02 b) Outside of Article 25.03, in July and August if both staff working in the same room requested the same vacation weeks, approval will be given for up to one (1) week vacation.

25.03 1. On April 1st of each year the employer will request vacation selection from the highest seniority employee(s) in each of the five (5) location for their vacation selection.

- All employees must respond at the time when the employer (supervisor) goes around and asks by seniority.
- If an employee is not prepared to select their vacation, it will proceed down the seniority list.
- When the employee that deferred their selection of vacation is prepared to select, the employee will notify their supervisor no later than the following morning. Once the deferred employee has finished making their selection it will then move to the next highest seniority to make their selection.
- At no time will anyone be bumped or removed by another employee once their vacation selection has been made.
- Vacations will then be submitted to the Director and approved by April 15th

2. Once employees make their vacation selection the Employer (supervisor) will notify the next employee in order of seniority in a timely fashion.

3. If an employee is on sick leave (Sick or WSIB) and they have a return date within the time frame noted in 25.03. They will be called in order of seniority to select their vacation time.
4. If an employee is on bereavement leave and it is their time to make their selection, the process will be on hold until they return as per Article 19.
5. If an employee is on vacation during the selection process they will give their selection to their supervisor and the unit chair prior to leaving on vacation. They will list several weeks starting with their top choices. The supervisor will confirm with the unit chair what selections were given.
6. Vacation requests for the cook's classification will be based on employee wide seniority and will indicate their preference between April 1st and April 15th of each year.
7. Vacation requests for program coordinators will be based on employee wide seniority and will indicate their preference between April 1st and April 15th of each year.
8. April 1st of each year, each site will post how many employees can be off during the above noted vacation period at the same time (July 1st to Labour Day weekend).
9. If more employees can be approved to be off on any given week, the weeks will be offered by seniority.

Employees with a seniority date of 1996 or before shall not be denied a vacation request only because a more senior employee assigned in the same Room has requested the same period of vacation.

25.04 All vacation entitlement shall be taken during the vacation year (July 1st to June 30th every year). After June 30th every year employees may carryover one (1) week from the current vacation accrual to be used in the following vacation year. This one (1) week carryover cannot be taken during the March Break, July, August and at Christmas time.

- a) Any unused vacation accrual from the year prior will be paid out in the first pay period of July in the following year. Payout of vacation accrual will only occur after employees have requested vacation, and the Employer has denied the request on two (2) occasions or more.

25.05 In reviewing vacation requests, consideration shall be given to the operating requirements at each Centre. Where there is a conflict in vacation requests between employees assigned to the same Room, the conflict shall be resolved in favour of the employee with the greater seniority.

Employees with a seniority date of 1996 or before shall not be denied a vacation request only because a more senior employee assigned in the same Room has requested the same period of vacation.

ARTICLE 26 - HEALTH AND WELFARE

26.01 The Employer will pay, for full-time employees with respect to the plans hereinafter listed, the following percentage amount of the stated premiums with respect thereto for eligible employees and their eligible dependant(s) as defined in the Income Tax Act:

- (a) Ontario Health Insurance Plan - 100%;
- (b) RBC Plan - 70%

Dental coverage shall be amended to reflect a nine (9) month recall and an annual cap of \$1250 for each employee and eligible family member.

- (c) RBC Plan - 70%
The cap on paramedical services (physiotherapist, speech pathologist, acupuncturist, naturopath, psychologist, chiroprapist, osteopath, podiatrist and chiropractor) shall be \$400.00 per year.

The co-insurance for health supplies (oxygen, respiratory equipment, casts, splints, trusses, braces, cervical collars, crutches, surgical supplies, ostomy supplies, surgical brassieres, surgical stockings, wigs, glucometers, glucoscans, food substitutes, tens units, misttents nebulizers, aerosol equipment, traction apparatus, moses detector, insulin pumps, CPAP units) shall be 80%.

- (d) RBC Plan - \$2.00 co-pay - 70%
- (e) RBC Plan - \$200/24 months – 70% - eye exam every 24 months
- (f) RBC Life (Employee 1 x salary, spouse \$10,000, child \$5,000) and AD&D (employees only) – 70%

26.02 The Employer will pay part-time employees, the above stated percentage amount of premiums on a pro rata basis. The pro rata basis for part-time shall be calculated as the number of hours worked by the part-time employee as it relates to forty (40) hours per week.

- 26.03 The Employer will pay the premiums for the benefits as provided for in sub-article 26.01 above, with respect to an employee who is absent from work due to illness or injury or layoff for the month in which the absence commences and for the following month. If the employee is off work and still wants benefits, the Employer will be entitled to pay the Employer the cost of the premiums.
- 26.04 Where an employee is otherwise eligible to be covered by equal or greater benefits, that employee shall not be eligible to be enrolled or continue to be enrolled by virtue of this Agreement.
- 26.05 All employees shall be entitled to the benefits available under the Workplace Safety and Insurance Act. The Employer shall pay one hundred percent (100%) of the premium for workers compensation benefits and shall participate as a Schedule 1 Employer.
- 26.06 Temporary employees and supply employees shall not be eligible for the health and welfare benefits as set out in this Article.
- 26.07 Probationary employees shall be covered by the appropriate level of health and welfare benefits set out in this Article after six (6) months.
- 26.08 The Employer may change benefit carriers for equivalent coverage and upon mutual agreement.
- 26.09 The Employer shall pay up to one hundred and sixty dollars (\$160.00) for membership fees to the College of E.C.E.'s for full time and part time employees. Employees must have passed probationary period

ARTICLE 27 - CLASSIFICATIONS AND WAGE RATES

- 27.01 The classifications and wage rates are as set forth in Schedule "A" hereto, which schedule constitutes part of this Agreement.
- 27.02 Pay cheques will be given to Employees every second Friday, by 2:00am, by direct deposit.
- 27.03 A difference of less than three (3) minutes will not be added to or subtracted from an employee's hours when an employee punches in or out.
- 27.04 Employees who work in a higher paid classification for more than three (3) consecutive working days shall be paid the higher rate of pay.
- 27.05 The Employer shall pay the first Fifteen Dollars (\$15.00) in registration fees for employees attending educational seminars or workshops approved by the Employer.

27.06 In the event an error has been made on an employee's pay cheque resulting in a loss of sixty dollars (\$60.00) or more an e-transfer will be issued and made available to the employee by the following Tuesday.

ARTICLE 28 - RETIREMENT

28.01 Effective May 1st, 2023, a deduction will be made from the pay of each eligible employee equal to 4% of the wages paid to the employee pursuant to Schedule "A" of this Agreement. This money shall be paid into the Great West Life Assurance Company. The Employer will contribute 5% of the wages paid for all eligible employees.

28.02 The phrase "eligible employees" when used in this Article shall mean all full-time and part-time employees who have been employed by the Employer for one (1) or more years but shall not include any temporary or supply employees.

ARTICLE 29 - DURATION

29.01 This Agreement shall become effective the 1st day of September 2022, and shall remain in effect until the 31st day of August 2025.

29.02 Either party to this Agreement may, within the period of ninety (90) days prior to the 31st day of August 2025, give notice in writing to the other party of its desire to make a new Agreement.

Dated this 28 day of August, 2023.

For the Employer:

Amel
Amsteyje
Amel
Marie Petunato
Alan Gela

For the Union:

Lorie Preper
Danielle LeFrancois
Byler
J. Benoit
Wakay
S. Lafont
D. Petro

SCHEDULE "A" - WAGE SCALE

Classification		
Teacher	start	\$18.07
	6 months	\$19.40
Program Co-ordinator	start	\$18.07
	6 months	\$19.40
Assistant Teacher		
1) Full Time	start	\$16.71
	6 months	\$17.49
2) Part Time	start	\$16.48
	6 months	\$17.24
Part time with ten (10) or more years of service will be paid at the full time rate of pay.		
Cook	start	\$16.71
	6 months	\$17.49

Temporary and Supply Employees:

Temporary and Supply employees who are qualified Teachers and who are assigned by the Employer to work as Teachers in the same room for a period of more than three (3) full pay periods shall receive the Teachers start rate for all hours worked. Temporary and Supply employees shall otherwise receive the following wage rates for all hours worked:

Temporary and Supply	start	\$13.21
	6 months	\$13.82

The parties agree that employee, Patricia Whittington, shall continue to be paid at a rate of 1.55% higher than the Teacher classification rate, so long as this individual remains continuously employed by the Employer as a Teacher.

Supply employees who are R.E.C.E. qualified and are working in the same room for a minimum of six hundred (600) hours shall receive the teachers start rate for all hours worked while in that room.

Paid on September 1st, 2025 – Retention and Recruitment bonus of five hundred dollars (\$500.00) minus all mandatory deductions for all employees (Full-time/Part-time/Regularly Scheduled Supply)

LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4

Re: TB Skin Test

TB Skin Tests are no longer needed once an employee has been hired, unless indicated by Health Unit protocols.

Dated this 28 day of August, 2023.

For the Employer:

[Signature]
[Signature]
[Signature]
Diana Pettinato
[Signature]
[Signature]

For the Union:

[Signature]
Danielle LeFrancis
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4**

Re: Direct Operating Grant

INTRODUCTION

The parties acknowledge that the Ontario Ministry of Community and Social Services has instituted a Child Care Wage Subsidy Program, now administrated by the City of Windsor, to enable licensed child care facilities to increase day care staff salaries without raising day care fees to parents and that the Employer has been informed that it qualifies to participate in this Program.

UNDERTAKING TO PAY

In view of the above, the Employer, during the term of the Collective Agreement, endeavors to pay, in addition to the wages set out in Schedule "A" to the Collective Agreement on a bi-weekly basis the following amounts for all paid hours:

Teacher Full-time	\$3.80
Teacher Part-time	\$3.80
Assistant Full-time	\$3.80
Assistant Part-time	\$3.80
Cooks	\$3.80
Assistant Supply	\$2.50

It is understood and agreed that the amounts referred to above will not be changed, increased or otherwise affected by those paid hours which attract overtime or premium rates of pay in accordance with the Collective Agreement.

LIMITATIONS

It is understood and agreed that the payments referred to above are based upon a projection of revenues to be received from the Child Care Wage Subsidy Program and that the Employer's ability to actually pay these amounts or any amount is dependent upon the actual receipt of funding from the City of Windsor, the continuation of the Program's current funding formula, the continued eligibility of the Employer to receive

LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4**

Re: Job Sharing

1. Job sharing is defined as an arrangement whereby two employees share the normal work schedule of one full-time position. Employees wishing to enter into a job sharing arrangement, commencing in September or January of any year, shall provide the Employer and the Union with a Request to Job Share Form, at least sixty (60) days prior to the proposed commencement date of the job share arrangement.
2. The introduction of job sharing arrangements will be subject to mutual agreement between the Employer and the Union. Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Employer shall not arbitrarily or unreasonably refuse to implement an individual job sharing arrangement.
3. It is understood and agreed that a job sharing request will not cause the Employer to incur any additional costs or hire any new employees to fill hours available as a result of agreeing to a job sharing arrangement.
4. Where a job sharing arrangement is approved, each of the employees shall be deemed to be a part-time employee for the duration of the job sharing arrangement.
5. At the Employer's discretion, if either employee is unable to work on their scheduled shifts, because of illness, injury or for any other reason, the other employee shall cover the absent employee's work schedule.
6. Each job sharer may exchange shifts with her/his job sharing partner subject to the prior approval of the Employer.
7. Notwithstanding any provisions in the Collective Agreement, each job sharer shall be paid holiday pay pursuant to the provisions of the Employment Standards Act, 2000 and shall share the sick leave entitlement of one (1) full-time employee. Each employee will be entitled to one-half of their vacation time off, to a minimum of two weeks.

8. Either the Employer or either job sharer may revoke the job sharing agreement by giving sixty days written notice, at which time the job sharing employees will be returned to their previous position, if still available, Employees who were full-time employees prior to entering into a job sharing agreement, shall be returned to full-time employee status upon the revocation of the agreement.

For the Employer:

Amelia

Amelie

Debra Williams

Deane Pettinato

Abla Yoda

For the Union:

Lorie Rupert

Danielle LeFrancois

Beyer

J. Benoit

Woakey

S. Lafont

R. P. P.

LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4

Re: Training Required

If training is required by the Employer, the training will be paid for by the Employer and or the City of Windsor. If employees miss the training provided by the employer the employee will have to pay out of pocket for the training.

Dated this 28 day of August, 2023.

For the Employer:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

For the Union:

Lorie Rupert

Danielle Defrancois

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4

Re: Evening Hours

In the event that the Employer decides to open one or more of its Centers on evenings, the following procedure will apply;

Notwithstanding Article 23.01 and 23.02;

All positions for evening hours will be posted in compliance with article 16.01, and all positions will be deemed at as new and/or vacant positions.

Furthermore, if the Employer chooses to do a weekend program or any part of the weekend it initially will be on a 3 to 6 month trial basis.

Therefore, the positions will be a posted contract position for a specified period of time. If at the end of the trail months the Employer believes the weekends to be viable, the contract positions will become permanent positions.

Therefore the employees that are currently in those positions will be made permanent.

Dated this 28 day of August, 2023.

For the Employer:

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For the Union:

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LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4**

Re: Video Surveillance

The collection of personal information shall be used only for the purposes of maintaining a safe environment, protecting property or as required or permitted-by law.

The retention period for information that has not been viewed for law enforcement or public safety purposes shall be thirty (30) calendar days following which it is to be routinely erased such that it cannot be constructed or retrieved.

Video surveillance will not be used for monitoring staff performance or for the use to reprimand a staff.

Video surveillance equipment and storage devices are accessible only to authorized personnel and that access to the equipment by others is prohibited.

Individuals whose personal information has been collected by a video surveillance system have the right of access to their personal information under Section 36 of the Municipal Freedom of Information and Protection of Privacy Act. Access may be granted to an individual's own personal information in whole or in part, unless an exemption applies under Section 38 of the Act where, for example, disclosure would constitute an unjustified invasion of another individual's privacy. Access to an individual's own personal information may also depend upon whether any exempt information can be reasonably severed from the record.

Video cameras are prohibited in the following places: all bathrooms within the school, change rooms/change table, boardrooms, offices, and the staff room.

There will be clearly written signs prominently displayed at the perimeter of the video surveillance areas so that the public is aware that video surveillance is/may be in operation prior to entering any area under video surveillance.

We are of the understanding that a letter will be posted in the staff room, at all **five (5)** facilities, explaining the purpose for doing the surveillance, and that such a letter will be distributed to every parent that has their child registered at the daycare.

We are of the understanding that our staff handbook was amended to include a video surveillance policy. (Please see the attached CDR document "Information and Privacy Commissioner of Ontario" section 5)

Since we are working in a daycare facility with young children, we would highly recommend for parents to sign a release form or a disclosure so they are well aware of the video surveillance system. (Please also see the attached CD-R document "Information and Privacy Commissioner of Ontario" section 7)

Dated this 28 day of August, 2023.

For the Employer:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

For the Union:

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[Signature]

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LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4

Re: Child Care Benefit

Full time and part time employees, with school age children over six (6) enrolled in centre(s) operated by the Employer during their working hours, will not pay for any sick days of the child to a maximum of eight (8) days, employee vacation days, holidays, save and except someone that is receiving subsidy.

Dated this 28 day of August, 2023.

For the Employer:

[Signature]
[Signature]
[Signature]
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[Signature]

For the Union:

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[Signature]
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LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4**

Re: Wage Enhancement

INTRODUCTION

The parties acknowledge that the Provincial Government has instituted a Wage Enhancement Program, now administrated by the City of Windsor, to enable licensed child care facilities to increase Child Care staff salaries without raising Child Care fee to parents and that the Employers has been informed that it qualifies to participate in this Program.

UNDERTAKING TO PAY

Wage enhancement funding is available to all eligible Child Care program staff working in a licensed Child Care centre. R.E.C.E.s and Program Staff earning less than **\$26.59** per hour are presently entitled to \$2.00 an hour for all hours worked excluding time and a half for overtime plus 17.50 % to cover mandatory benefits and 4 % vacation pay (maximum 2 (two) weeks). This funding is assigned to eligible positions and not individuals. Therefore, if you are off for any reason, you are not entitled to these funds. If there is more than one person filling an eligible position in 2017 payment for hours worked will be determined by the operator.

LIMITATIONS

It is understood and agreed that the payments referred to above are based upon a projection of revenues to be received from the Wage Enhancement Program and that the Employer's ability to actually pay these amounts or any amount is dependent upon actual receipt of the funding from the City of Windsor, the continuation of the Program's current funding formula, the continued eligibility of the Employer to receive the funds under the Program and the continuation of the Program itself.

If, during the term of the Collective Agreement, the Program is cancelled or the Employer is not eligible to receive funds, the Program will end.

The letter forms part of the Collective Agreement and is enforceable under the terms of the Collective Agreement.

Dated this 28 day of August, 2023.

For the Employer:

Am U

9 Makaria

~~Bye Williams~~

Janis Pettinato

Alden Nolar

For the Union:

Lorie Rupert

Danielle Desjardins

Beyler

J. Benoit

Wakley

S. Lafont

D. Pett

LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4

Re: Voluntary Lay-Off

When an employee is on a voluntary lay off the duration of the voluntary lay off will be deducted from their date of hire.

Dated this 28 day of August, 2023.

For the Employer:

[Signature]

[Signature]

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For the Union:

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LETTER OF UNDERSTANDING

between:

A.B.C. DAY NURSERY OF WINDSOR

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 543.4**

Re: Wage Reopener

If during the course of the current Collective Agreement the Employer receives funding from any source that is earmarked for recruitment and retention, compensation adjustments, etc., as well as increased caps for eligibility for either the Provincial Wage Enhancement Grant or the Provincial Wage Grant for the CWELCC plan, that the parties will reopen Schedule "A" so that it can be adjusted to include the new wages.

Dated this 28 day of August, 2023.

For the Employer:

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For the Union:

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