

MEMORANDUM OF AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2204

FOR the bargaining unit of:
Glebe Parents' Day Care Centre Inc. Unit 12
(the "Union")

and

ANDREW FLECK CHILDREN'S SERVICES

("AFCS" or the "Employer")

(collectively, the "Parties")

WHEREAS:

- a) In 2018, the Boards of Directors of 4 (four) cooperative day care centres, entered into an amalgamation agreement with Andrew Fleck Children's Services ("AFCS"). At the time, the parties signed a Memorandum of Agreement (the "2018 MOA") which provided at paragraph 15:

The terms of this Memorandum of Agreement and the attached Appendices will be applicable and binding on any other cooperative day care centres for which CUPE Local 2204 is the exclusive bargaining agent, with which the Employer amalgamates and successfully enters into a transfer agreement.

- b) On June 6th, 2024, Andrew Fleck Children's Services and the Board of the Glebe Parents Day Care Centre (GPDC) started discussions with CUPE 2204, regarding a potential amalgamation of GPDC with AFCS;
- c) The Canadian Union of Public Employees (the "Union") is the exclusive bargaining agent for the GPDC (2204-12) and AFCS (2204-00);
- d) The Union has been certified by the Ontario Labour Relations Board as the exclusive bargaining agent for all employees employed by AFCS save and except those positions excluded as per Article 3.1 of the Collective Agreement

between the Union and the Employer, and the current collective agreement between the Union and the Employer (attached as Appendix "A") is effective January 1, 2020, to December 31, 2023 (the "Collective Agreement");

- e) The Union has also been certified by the Ontario Labour Relations Board as the exclusive bargaining agent for all employees employed by the GPDC save and except those positions excluded as per Article 3.1 of the Collective Agreement between the Union and the GPDC, and the current collective agreement between the Union and the GPDC (attached as Appendix "B") is effective January 1, 2020 to December 31, 2023 (the "GPDC Collective Agreement");
- f) The Employer advised the GPDC that, in order to move forward with discussions regarding an amalgamation, the Employer and the Union would need to reach agreement as to the terms and conditions of employment that would apply to the unionized employees of the GPDC in the event of such amalgamation;
- g) Representatives of the Employer, the GPDC and the Union met on multiple occasions with a view to setting out the terms and conditions of employment that would apply to the unionized employees of the GPDC if the Boards of Directors of the Employer and the GPDC approve the amalgamation of the Employer and the GPDC, and the Employer successfully concludes transfer agreements with the GPDC;
- h) The Parties entered into a series of Letters of Understanding, attached as Appendix "C" ("Letters of Understanding");
- i) During such discussions, the Employer confirmed that it was not an agent of the GPDC and further advised that the Letters of Understanding would only apply if the Boards of Directors of the Employer and the GPDC: (i) agree to amalgamate; and (ii) successfully conclude transfer agreements ("the Conditions");
- j) Note the following Letters of Understanding as attached and approved in 2018, that have been updated to include GPDC;

Re: Article 11.02 Unit Stewards

The Employer and the Union agree that there shall be two recognized Stewards for the GPDC joining Andrew Fleck Children's Service on the

agreed amalgamation date. The Union shall notify the Employer in writing of the names of the Stewards and of any changes within five (5) working days of their installation.

Re: Article 14 Seniority

With the amalgamation of the GPDC, the Employer and the Union agree that the seniority lists of the amalgamating employees shall be merged and that a new seniority list shall be produced. AFCS seniority will start being earned on the agreed to amalgamation date with Andrew Fleck Children's Services. Decisions regarding amalgamating employees with the same AFCS seniority date will be made based on their original seniority date ("GPDC seniority date") as provided to AFCS on date of amalgamation.

Re: Position Titles and Wages

The Executive Director of the GPDC will provide to AFCS the position title for each employee based on their current duties and job description. All employees will be placed on the AFCS hourly wages scale in accordance with the position title and years of service at GPDC. Employees holding janitorial/cleaner and housekeeping positions will be red circled.

Definition of "red circle" the classification continues to receive negotiated COL increases but salary doesn't change unless AFCS salary for position increases above their rate of pay.

Re: 25.01 Employer Contribution to Hospital and Medical Insurance

The Employer shall pay, 100% of the cost of single coverage of the Desjardins Financial Security's extended health plan or a comparable plan which is mutually agreed upon with the Employer and employees towards the single plan premium amount and the family plan premium amount. In addition to covering all current items, vision care will be covered. The employee shall be entitled to payment of Extended Health Care during the twelve (12) months of maternity leave but not during any extension granted by the Employer under this article. This plan is available to permanent and temporary employees after three months employment.

Confirmed changes to the plan

\$700 (seven hundred) paramedical coinsurance of drugs from 100% (one hundred percent) to 90% (ninety percent) with Costco plan Employees

COOP - Benefits with AFCS GWL overall plan

Will benefit from EAP program in place (fully paid by the employer) with GWL program at AFCS

Improved LTD coverage - max of \$2000 (two thousand) per month does not adequately insure employees with more than \$36 000 (thirty-six thousand) of earnings.

Currently Chiro, Naturopath, Osteopath, Podiatrist [must go through OHIP first 15 (fifteen) visits]

Dental Coverage - major restorative with AFCS

Gain Acupuncture with AFCS

Re: Article 17 Hours of Work

AFCS agrees to take on a comprehensive review of all work schedules. This review could result in work hours from 35 (thirty-five) up to 40 (forty) hours a week. However, as per the Collective Agreement AFCS does not provide pay for lunch hours.

Re: Wages

AFCS agrees to recognize years of service at GPDC on the AFCS wage scale for the position titles provided by the GPDC Executive Director, for RECE, and ECE assistant. The janitorial/cleaner and/or housekeeper positions wages will be red circled.

Re: Article 15.01 Job Posting

The Employer and the Union agree that the amalgamating employees will be considered internal candidates. Therefore, in making decisions following the interview results, when academic and other qualifications,

experience and training are equal, AFCS seniority shall govern. Notwithstanding, if a GPDC employee is in job competition for a position at a different GPDC location, in which circumstance, their GPDC seniority shall determine how the position is awarded.

Article 15.01 Role of seniority in layoffs

An employee outside of the amalgamated cooperative (outside of GPDC) chooses to bump a job classification within the amalgamated group (GPDC). In that case, the GPDC seniority shall prevail (your seniority at GPDC). If an employee inside the amalgamated cooperative group chooses to bump outside of the amalgamated cooperative group, the AFCS seniority will prevail. GPDC seniority will prevail for deployment transfers to other sites.

Re: Article Vacation

The Employer and the Union agree that the employees of the GPDC will retain their accrued vacation upon amalgamation with Andrew Fleck Children's Services. GPDC employees shall have until March 31, 2025, to utilize their accrued vacation. Any days in excess of those accrued from January 1, 2025, to March 31, 2025 shall be paid out on the first pay in April 2025. Employees also have the option of having vacation accruals paid out on the last day of employment with GPDC. AFCS encourages its employees to utilize their vacation throughout the year for rest and relaxation.

Re: Article 20.04 Vacation Pay on Retirement (GPDC collective agreement)

The Employer and the Union agree that the employer will honour the vacation pay on retirement for all employees who retire on or before December 31, 2024.

Re: Article 21 Accumulation of Sick Leave

The Employer and the Union agree that the sick accrual banked credits of each of the coop employee on date of amalgamation with AFCS will be transferred to their AFCS sick accrual up to a maximum of 130 days.

Re: GPDC Pregnancy and Parental Leave Top Up

In Addition- to the Letters of Understanding noted above. The Employer (Andrew Fleck Children's Services) agrees to honour Articles 22.12 and 22.13 of the GPDC's existing Collective Agreement (Paid Pregnancy Leave and Paid Parental Leave), for any employee announcing pregnancy or starting Pregnancy Leave prior December 31, 2024 for GPDC.

- k) If the Conditions are satisfied, the Employer will advise the Union in writing of the effective date(s) of the transfer s ("Transfer Date"). The transfer date will be the seniority date.

NOW THEREFORE the Parties hereto agree as follows:

- 1) The Parties agree to and adopt the above recitals.
- 2) Effective the Transfer Date; the Employer has agreed to voluntarily recognize the Union as the exclusive bargaining agent for all employees of the GPDC: (i) who accepted employment with AFCS prior to the Transfer Date; and (ii) with whom the Employer has successfully concluded transfer agreements. This provision does not apply to positions excluded under Article 3.1 of the Collective Agreement.
- 3) The terms set out in the Letters of Understanding between the Employer and the Union will apply and be incorporated into the Collective Agreement where applicable, as of the Transfer Date ("Amended Collective Agreement").
- 4) Effective the Transfer Date (as defined by the Employer), all other terms and conditions of employment (including but not limited to the collective agreement between the GPDC and the Union) not expressly addressed or included in this Memorandum of Agreement that applies to the bargaining unit members of the GPDC immediately prior to the Transfer Date shall cease to apply and shall not be deemed to apply to any employees of the Employer (even those employees who were previously employees of GPDC with whom the Employer has concluded transfer agreements). Save and accept where there are any transferred grievances which are based on the 2204-12 Federation of Parents Daycares collective agreement. All grievances are transferred to the employer and shall be decided based on that Collective Agreement and any applicable legislation.

- 5) All employees of the bargaining unit of GPDC who have accepted employment with the Employer on the terms and conditions set out in this Memorandum of Agreement shall become employees of the Employer as of the Transfer Date. For clarity; this provision only applies to: (i) those employed by the GPDC as of the Transfer Date who are active bargaining unit employees; and (ii) those bargaining unit employees employed by the GPDC as of the Transfer Date who are on approved leaves of absences (collectively, "Eligible Employees"). Eligible Employees who accept employment with the Employer prior to the Transfer Date shall be referred to collectively as "bargaining unit employees" and the Employer agrees that it will be the successor employer for such bargaining unit employees.
- 6) The Employer will provide letters of offer to Eligible Employees by no later than 60 days prior to the Transfer Date. The letter will include recognition of their years of service, the position offered and the applicable rate for the position. The Employee will be given a minimum of ten (10) working days and up to twenty (20) working days, or as agreed to by the employer, to consider the employment offer, for GPDC. If an Eligible Employee does not accept the employment offer by the prescribed deadline, then the Employer may post and fill the position no sooner than two (2) weeks prior to the Transfer Date. Copies of all letters shall be sent to the Union for their records.
- 7) Eligible Employees who have accepted employment with the Employer by the date indicated in the letter of offer will, as of the Transfer Date, transfer to the Employer; along with their accumulated service (as of the Transfer Date) subject to the conditions of the Amended Collective Agreement unless the Parties have agreed otherwise in writing.
- 8) Eligible Employees who do not accept employment with the Employer prior to the Transfer Date will not become employees of the Employer and shall be the responsibility of the GPDC and will be dealt with in accordance with the collective agreement that applies to the GPDC.
- 9) If the Employer amalgamates with the GPDC, there shall be no lay-offs of program-based staff as a result of such amalgamation(s); however, the Employer retains its usual rights related to any lay-offs that are not a result of any amalgamations pursuant to this Memorandum of Agreement. The Union has been notified of the termination of one staff member (Finance Controller position) for GPDC, this position is not part of the bargaining unit of AFCS Collective agreement.

- 10) The Employer shall not have any responsibility for any payments (whether on account of wages or otherwise) that may be owed by the GPDC to any bargaining unit employees and the Union expressly agrees that it shall make no claim against the Employer for any such payments. Save and except where there are payments associated with/ agreed upon in settlements of outstanding grievances.
- 11) No new probationary period will be required of employees transferring to the Employer from the GPDC pursuant to this Memorandum of Agreement, provided they have successfully completed their probationary period as of the Transfer Date. Any new employee of the GPDC who is in the middle of their probationary period as of the Transfer Date shall serve a prorated probationary period.
- 12) Existing individual employment records for employees of the GPDC will transfer to the Employer intact, and will continue to progress in accordance with the applicable program; and/or performance management plan will continue without interruption with the Employer. However, any reports relating to disciplinary action may only be kept in accordance with the 2204-00 & AFCS Collective Agreement Article 13.06.
- 13) All other matters agreed to and signed by the Parties, as set out in the attached Appendix B, shall take effect as of the Transfer Date unless specified in writing as between the Parties.
- 14) The Employer agrees that they are responsible for all outstanding grievances filed before the Transfer Date between the CUPE Local 2204 and GPDC.
- 15) The Parties agree that prior to the Transfer Date a GPDC employee may sit on the Union's negotiations committee as an observer, so long as the GPDC employee has agreed to continue employment with the employer. After the Transfer Date, the GPDC employee shall be a full participant of the negotiations committee and shall be compensated as outlined in the Collective Agreement Article 22.01.
- 16) Any employee laid off from GPDC shall be recalled in accordance with the AFCS & 2204 Collective Agreement Article 16.03 and 16.04.

- 17) The Employer agrees to honour all established accommodations for GPDC employees after the Transfer Date.
- 18) The terms of this Memorandum of Agreement and the attached Appendices will be applicable to and binding on any other cooperative day care centres for which CUPE Local 2204-12 is the exclusive bargaining agent, and with which the Employer amalgamates and successfully enters into a transfer agreement.
 - a. In the event the Employer fails to engage with CUPE L2204 and its affected members a minimum of 90 days prior to a vote for amalgamation, paragraph 18 and/or the 2018 MOA and its stipulations are null and void and a new transfer agreement shall be negotiated.
- 19) Any disputes as to the application or interpretation of this Memorandum of Agreement shall be subject to the Grievance and Arbitration Procedure set out in the Collective Agreement. The Employer (AFCS) reserves the right to void this agreement with GPDC if the conditions have not been met by December 31, 2025.
- 20) The undersigned representatives of the parties agree to recommend complete acceptance of this Memorandum of Agreement to their principals.

Electronically signed in Ottawa.


FOR THE UNION

 (Aug 26, 2024 19:07 EDT)

Donna Mortimer
CUPE Local 2204 President



Abhann Cupper Scott
CUPE Local 2204 Vice President


(Aug 21, 2024 16:55 ADT)

Carling Shatford
CUPE Local 2204 Secretary Treasurer

FOR THE EMPLOYER



Kim Hiscott
Executive Director



(Aug 21, 2024 15:01 EDT)

Ronna MacPherson
Director of Human Resources


Rosalie Abdo

[Rosalie Abdo \(Aug 26, 2024 11:13 EDT\)](#)

Rosalie Abdo
CUPE Local 2204 Recording Secretary



Taylor Kociszewski
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