

COLLECTIVE AGREEMENT

Between:

N.Y.A.D. (Community) Inc.
(hereinafter referred to as “the Employer”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4400
(hereinafter referred as “the Union”)

January 1, 2010 to December 31, 2013

E. & O.E.

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ARTICLE A - DEFINITIONS

- A.1 "Employer" means the N.Y.A.D. (Community) Inc.
- A.1.1 "N.Y.A.D." stands for "Not Your Average Daycare".
- A.2 "Union" means the Local 4400, Canadian Union of Public Employees.
- A.3 A "Union Representative" means a person specifically designated as such by the Union and identified as such in writing for the Employer and/or recognized as such under the provisions of this Agreement.
- A.4 "Employee" or "Employees" in this Agreement, unless clearly specified as otherwise, shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Article C.
- A.5 "Working Days" as it applies to timelines in this Agreement, shall be Monday - Friday inclusive, excluding, Holidays and days when the Centers are shut down, unless otherwise specified.
- A.6 "Spouse" includes a common-law partner of the same or opposite sex.
- A.7 "Parties" shall be as defined in A.1 and A.2 above.
- A.8 "Probationary employee" means an Employee who has not completed the probationary period.
- A.9 "Parent" includes a person with whom a child is placed for adoption and/or a person who is in a relationship of some permanence with the parent of a child, including a same sex spouse, and who intends to treat the child as his or her own.



A.10 "Vacancy" means available hours of work, caused by such events as expansion of program, promotion, resignation, death, transfer, restructuring or discharge and does not include a vacancy caused by approved or authorized absence from work of an Employee.

A.10.1 "A temporary vacancy" is a vacancy caused by an approved or authorized absence.

A.11 A "full-time" Employee is an Employee who is regularly scheduled to work thirty-five (35) hours or more per week. The Parties understand that as at the date of this Agreement, Employees who are regularly scheduled to work twenty-five (25) hours a week or more shall be grandfathered in full-time status.

A.11.1 A "part-time" Employee is an Employee who is regularly scheduled to work less than thirty-five (35) hours per week.

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ARTICLE B - PURPOSE

- B.1 It is the purpose of this Agreement:
- B.1.1 to establish and maintain mutually satisfactory relations between the Employer and the Union;
 - B.1.2 to set forth the terms and conditions of employment for Employees in the Union;
 - B.1.3 to provide prompt and equitable disposition of grievances;
 - B.1.4 to encourage efficiency in operations;
 - B.1.5 to promote a co-operative and harmonious relationship between the Employer and its Employees; and
 - B.1.6 to meet all applicable requirements of the *Day Nurseries Act*.
- B.2 It is the purpose of the Parties to ensure the maintenance of high standards of care for children and promote their intellectual, physical and emotional development.



ARTICLE C – RECOGNITION

- C.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Employer in the City of Toronto, save and except Supervisors, persons above the rank of Supervisor and office and clerical employees.
- C.1.1 The use of the term "Supervisor" in C.1 is meant to refer to those individuals who exercise managerial functions within the meaning of section 1(3)(b) of the Ontario *Labour Relations Act, 1995* or are employed in a confidential capacity, within the meaning of section 1(3)(b) of the Ontario *Labour Relations Act, 1995*.
- C.1.2 For further clarification, Employees working as "Assistant Supervisors" and "Designates" are included in the bargaining unit and will continue to monitor staff at the site in the absence of the Supervisor. Further, Assistant Supervisors and Designates shall, as required, without limitation: keep track of attendance; communicate with Parents; make emergency staffing decisions; and report events to Administration in a timely manner.
- C.1.2.1 Notwithstanding the above, due to the unique responsibilities at the N.Y.A.D. Bond site, the position of Assistant Supervisor at the N.Y.A.D. Bond location will be excluded from the Bargaining Unit.
- C.2 Supervisors may continue to perform bargaining unit work in accordance with the *Day Nurseries Act* and current practice as long as it does not cause the layoff of an Employee.

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ARTICLE D – MANAGEMENT RIGHTS

D.1 The Union recognizes that the management of the operation and direction of the Employees are fixed with the Employer and, without limiting the generality of the foregoing, the Union acknowledges that, subject only to the specific expressed provisions of the Agreement, it is the function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its Employees;
- (c) discharge, suspend, or otherwise discipline non-probationary Employees for just cause and, when acting in good faith, demote, discipline, suspend, or discharge a probationary Employee for any non-discriminatory reason, provided that a probationary Employee shall have recourse to the Grievance Procedure;
- (d) select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- (e) subject to any limitations and restrictions elsewhere in this Agreement and subject to statute, determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting times; work assignments; working schedules; methods of doing the work; the location of work; the sub-contracting of work; the number of shifts, the functions to be performed and the methods, procedures and equipment to be used; job content, quality standards; hygiene standards in accordance with the "Toronto Children's Services Operating Criteria"; dress standards consistent with the Employer's current practice as at the date of ratification; the qualifications of an Employee to perform any particular job; decide when overtime shall be worked and require Employees to work overtime; and require medical examinations in accordance with the Workplace Safety and Insurance Act, The Day Nurseries Act, or as otherwise authorized and permitted by statute; and,
- (f) have the sole and exclusive jurisdiction over all operations, buildings and equipment.

D.2 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of this Agreement.



ARTICLE E – UNION SECURITY

- E.1 The Employer agrees to deduct from the pay of each Employee to whom any pay is due in that pay period, an amount equal to their regular Union dues, initiation fees, and/or assessments, if any, which shall be levied on a uniform basis on all Employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time.
- E.1.1 All dues or assessments so deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay dues or assessments were so deducted. The list will also include the Employee's job title(s), earnings, hours worked and dues deducted if any for the Employee's position(s) within the bargaining unit. In addition, the Employer will make note of Employees newly hired, on leave, or terminated as a result of resignation, retirement or death, and Employees on lay-off with recall rights.
- E.1.2 The Union shall provide the Employer with fifteen (15) working days advance written notice of any increase or decrease in the amount of dues to be deducted from Employees in the bargaining unit.
- E.2 The Union shall indemnify and save the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.
- E.3 All Employees hired after the date of certification, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. New Employees of the Employer covered by this Agreement, shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.
- E.3.1 Notwithstanding anything contained in Clause E.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- E.4 The Employer shall show the total amount of Union dues and assessments paid during the previous calendar year on the T4 slip of each Employee.



E.5 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

E.5.1 In addition, the Employer agrees to provide a Union representative an opportunity to meet with new Employees, for a maximum of thirty (30) minutes, within the first three (3) weeks of employment to acquaint the new Employee with the responsibilities and obligations of the Parties under the Agreement and Employee rights and entitlements in respect of the Union.



ARTICLE F – NO CESSATION OF WORK

- F.1 The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.
- F.2 In the event of a strike by workers at an Employee's worksite, no Employee covered by this Agreement shall be required to perform any duties normally and regularly performed by those other employees.

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ARTICLE G - RELATIONSHIP

Union Activity

- G.1 The Union agrees that there will be no Union activity or meetings on the Employer's premises, except as hereinafter expressly permitted by this Agreement or with the permission of the person designated by the Employer.
- G.1.1 The Employer acknowledges the right of the Union to meet on the premises of the Employer with Union Stewards or with other Employees during their unpaid time. The Union will advise the Supervisor of the Centre prior to such meeting(s). In order to ensure that the meeting(s) not disrupt the normal conduct of the operation, the Supervisor shall select a convenient location for such meeting(s) to be held.

Bulletin Boards

- G.2 The Employer will provide bulletin board space for the posting of Union notices. It is agreed, however, that before posting, such notices must first be signed by a responsible officer of the Union, identified as such, in writing, for the Employer and must be approved by the Employer, such approval shall not unreasonably be withheld.

Correspondence

- G.3 All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to a designated Union Representative. In addition, all grievance related correspondence shall also be forwarded to the Grievance Clerk. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union, the designated Representative, and the Grievance Clerk, and of any changes from time to time.
- G.4 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.

Employer Policy, Agendas and Minutes

- G.5 The Employer shall provide two (2) copies of newly approved Employer policies to the Union.



Employee Information

G.6 Between January 1st and 15th, and July 1st and 15th each year, the Employer will forward in both written and electronic form to the Recording Secretary of the Union a list showing the names, home addresses and phone number of Employees, if available.

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ARTICLE H – REPRESENTATION

- H.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union.

- H.2 The Union shall have the right to appoint or otherwise select up to three (3) Union Stewards from amongst Employees in the bargaining unit. No more than one (1) Steward shall be elected from any one (1) Centre. Notwithstanding the above, should a Steward move to a Centre where there is another Steward after the time of the election, neither Steward shall be obligated to resign.

- H.2.1 The Union agrees to furnish the Employer with a list of names of Employees who have been appointed or otherwise selected as Union Stewards and the jurisdiction that each Steward shall normally represent. The jurisdictions shall be defined as follows: Corvette and Bond Centres shall form one jurisdiction; Donwood and SCAS Centres shall form the second jurisdiction; and Guildwood and Scarborough Village Centres shall form the third jurisdiction. This list will be revised as changes occur. Effective January 1, 2011 the following name changes apply: - NYAD SCAS will be known as NYAD Progress; and NYAD Bond will be known as NYAD Midland.

Investigating Grievances

- H.3 The Employer acknowledges that the Union Stewards have regular duties to perform as are provided for under this Agreement. The Union Steward shall, with the consent of the Supervisor, be permitted to leave his/her regular duties for reasonable periods of time, to perform such functions. Permission will be subject to operational requirements but will not be unreasonably withheld. When returning to regular duties the Union Steward shall first report back to the Supervisor.

- H.3.1 Where a Union Steward or Union Representative is permitted to be temporarily absent from his/her regularly scheduled hours of work, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside his/her regular hours of work unless agreed upon by the Employer.

Negotiations Committee

- H.4 The Employer agrees to recognize three (3) Employees to assist in the negotiation of amendments on the renewal(s) of this Agreement. Such Employees shall not suffer any loss of pay for up to a maximum of three (3) days spent in such negotiations. If additional days are required for Negotiations, the Union will reimburse the Employer for the wages of the Employees on the Committee. The Employer recognizes the



right of the Union to have such additional non-bargaining unit members on the Union's Negotiations Committee as the Union may see fit at no cost to the Employer.

- H.4.1 Upon seventy-two (72) hours notice to the Employer, members of the Negotiations Committee may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer for their regularly scheduled hours of work at their regular rate of pay. The bank shall be established at a level of one (1) day per Negotiations Committee Employee during the term of this Agreement. Additional leaves of absence, without cost to the Employer, for the Negotiations Committee to prepare for negotiations may be granted by the Employer. These additional days shall not exceed four (4) working days per Employee on the Negotiations Committee. Approval will not be unreasonably withheld. The Union will reimburse the Employer for lost wages of the Employees on the Committee for such additional days.
- H.5 The Union agrees to furnish the Employer with a list of names of Employees who have been appointed or otherwise selected to the Negotiations Committee. This list will be revised as changes occur.

Labour Management Committee

- H.6 A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The Committee will not discuss matters that are currently part of negotiations or which are the subject of formal grievances under the Grievance Procedure.
- H.6.1 The Labour Management Committee shall be equally comprised of up to four (4) Employer Representatives and up to four (4) Union Representatives, three (3) of whom are members of the bargaining unit. Meetings will be held at mutually agreed upon times and will normally be scheduled once every two (2) months. By mutual consent, the parties may change the number of meetings per year.
- H.6.2 Minutes of each meeting of the Committee shall be prepared by the Employer and two (2) copies provided to the Union one (1) week prior to the next Committee meeting.
- H.6.3 The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- H.6.4 When meetings are held during an Employee's working hours, no loss of pay will result from his/her attendance at the Labour Management meeting.



CUPE National Representatives and/or Consultants

H.7 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants, excluding legal counsel, unless mutually agreed, when meeting with the Employer in matters arising out of this Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants, excluding legal counsel, unless mutually agreed, has been requested.

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ARTICLE I – GRIEVANCE PROCEDURE

- I.1 Should a dispute arise between the Employer and an Employee, or the Union, regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the manner as described in this Article.

- I.2 It is the mutual desire of the Parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until he/she has first given his/her appropriate Supervisor the opportunity of resolving his/her complaint. The Employee may request the assistance of a Union Representative. If an Employee has a complaint he/she shall discuss it with his/her appropriate Supervisor within fifteen (15) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employee. The Supervisor shall give his/her response to this complainant within seven (7) working days following this discussion.

- I.3 Unless otherwise mutually agreed, the Employer shall supply the necessary facilities for the grievance meetings.

Step 1

- I.4 If the reply of the Supervisor is not satisfactory to the Employee concerned, then it may be taken up as a grievance within seven (7) working days of the response of the Supervisor and referred to the person designated by the Personnel Committee. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon, and shall, be dated and signed by the Employee and/or Union Representative. The Employer will inform the Union in writing of the name of the person designated by the Personnel Committee. The person designated by the Personnel Committee, will hold a meeting with the grievor and up to two (2) Union Representatives, no more than one (1) of whom will be a member of the bargaining unit, within ten (10) working days of receipt of the grievance. The person designated by the Personnel Committee may request the attendance at the meeting of any other person(s). The person designated by the Personnel Committee shall give his/her response to the Union in writing within ten (10) working days following the meeting.

- I.5 Notwithstanding I.4, in the event that the Supervisor is the manager of the function/location, the grievance may proceed to Step 2 with the agreement of the Parties.

Step 2

I.6 Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to the person designated by the Board of Directors appropriate within seven (7) working days of the written response of the person designated by the Personnel Committee. The person designated by the Board of Directors, will hold a meeting with up to two (2) Union Representatives, no more than one (1) of whom will be a member of the bargaining unit, within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The person designated by the Board of Directors may request the attendance at the meeting of any other person(s). The person designated by the Board of Directors shall give his/her response to the Union in writing within ten (10) working days following the meeting. The Employer shall notify the Union in writing of the person designated by the Board of Directors.

Arbitration

I.7 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a single Arbitrator from the list specified below, at any time within twenty-one (21) working days of the written response of the person designated by the Board of Directors. The Parties recognize that it is desirable that the single Arbitrator be selected and the hearing be scheduled as expeditiously as possible:

- Kevin Burkett
- Dana Randall
- Paula Knopf
- Brian McLean

When a grievance is referred to Arbitration under this provision, the referring Party shall select an Arbitrator from the above list in order of his/her appearance on the list. The Parties will rotate through the list rotation in subsequent grievances subject to the availability of each Arbitrator. If a designated Arbitrator is not able to convene a hearing within six (6) months that is convenient to the Parties, the Parties shall canvass the next Arbitrator on the list and continue through the list until an Arbitrator is appointed who is able to convene the Arbitration within six (6) months of the referral to Arbitration. If none of the Arbitrators on the above list are able to convene a hearing within six (6) months, the Parties shall appoint the Arbitrator who was next on the list rotation at the time of the referral.



- I7.1 Such referral shall be made in writing to the person designated by the Employer.
- I7.2 No person may act as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance except where both Parties are agreeable to mediation by the Arbitrator.
- I7.3 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the Parties. This does not preclude either Party from proceeding to expedited Arbitration under the *Labour Relations Act*.
- I7.4 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- I7.5 The decision of the single Arbitrator shall be final and binding.
- I7.6 The Parties shall share equally the costs of the services of the single Arbitrator. Each Party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the Party calling the witness

Group Grievance

- I.8 Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, within twenty (20) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employees, signed by each Employee and/or Union Representative, to the person designated by the Board of Directors. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.



Policy Grievance

- I.9 Notwithstanding I.2 and I.7, should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement, the Union shall have the right to file a policy grievance within twenty (20) working days after a Union Steward or any officer of the Union becomes aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon.

- I.10 A claim by an Employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure, within fifteen (15) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union whichever is later.

- I.10.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
 - I.10.1.1 confirming the Employer's action: or
 - I.10.1.2 such other arrangement as is acceptable to the Parties or as is determined to be just and equitable by the Arbitrator pursuant to the provisions of the *Labour Relations Act 1995*.

- I.11 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including Arbitration.

- I.12 The Parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement to be confirmed in writing to extend them.

- I.13 No adjustment under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed under this Article or presented to the Employer, or if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this Article.



- I.14 Any grievance instituted by the Employer shall be referred in writing to the Union within twenty (20) working days after the Employer becomes aware or ought to have become aware of the occurrence giving rise to the grievance. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon. Two (2) Union Representatives, no more than one (1) of whom will be a member of the bargaining unit, shall meet with Employer representative(s), within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred to Arbitration before a single Arbitrator as set forth in this Article.
- I.15 Access to the Employer's premises for the purposes of the arbitration procedure shall be governed by the provisions of the *Labour Relations Act, 1995*, as amended.



ARTICLE J – PERSONNEL FILES

- J.1 Employees may, for good and sufficient cause, make a written request to the person designated by the Employer, to review their personnel file in the presence of a person designated by the Employer. Such a request may not be made more frequently than once in a rolling two (2) month period. The Employee may be accompanied by a Union Representative. Such review must be made during normal business hours, at a time that is mutually arranged between the Employer and the Employee concerned.
- J.1.1 Subject to the provisions of Clause J.1, an Employee shall be able to obtain copies of the content of the Employee's personnel file upon making a written request for the same to the person designated by the Employer. Such copies will be provided within three (3) working days from the date of the request.
- J.2 It shall be the responsibility of each Employee to notify their Supervisor, in writing, promptly of any change in address and phone number. Such change is to be acknowledged in writing by the Supervisor at the time the change is submitted.
- J.2.1 Any notice required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address according to the records of the Employer.
- J.3 Upon written request to the person designated by the Employer from an Employee on whose record a disciplinary notation has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation shall not be the basis for further disciplinary action and such notation will be removed from the Employee's file.
- J.3.1 Notwithstanding clause J.3, a notation of discipline for an act of physical or sexual harassment and/or abuse of a child which has not been rescinded through the grievance or arbitration procedure, may be kept in the Employee's file for up to five (5) years. After five (5) years the notation of discipline and, all related notations, shall be removed from the Employee's file. Once removed from the Employee's file, the notation of discipline and, all related notations shall be destroyed or placed in a confidential sealed file kept in a secure place separate from the Employee's personnel file by the Employer. In addition, the existence of the sealed file shall not be referenced in the Employee's personnel file. The Employee shall be informed in writing whether the file is to be destroyed or sealed. The names of Employees with sealed files shall be kept confidential to the Executive Director. If placed in a sealed file, the record may not be accessed unless otherwise required by law.



ARTICLE K – DISCIPLINE AND DISCHARGE

- K.1 Written notice of discipline or discharge shall be provided by the Employer to the Employee concerned with a copy to the Recording Secretary of the Union and the designated Union Representative.
- K.2 Where a Supervisor or other Employer representative intends to interview an Employee concerning any matter that might reasonably be anticipated to result in disciplinary action, the Employer shall notify the contact person designated by the Union and the Employee sufficiently in advance of the interview to arrange for up to two (2) Union Representatives designated by the Union to attend the interview. In no circumstances shall the interview be delayed more than forty-eight (48) hours to permit such attendance. The Union shall advise the Employer in writing of the name of the contact person and any changes from time to time.

Specific Penalty

- K.3 Without restricting the rights of the Employer to discipline and discharge non-probationary Employees for just cause, the Parties agree that for the purposes of Section 48(17) of the *Labour Relations Act, 1995*, as amended, the specific penalty for the following infractions shall be discharge:
- (a) unlawfully abusing a child; and,
 - (b) recklessly or willfully endangering the safety of a child.



ARTICLE L – PROTECTION AGAINST HARASSMENT AND DISCRIMINATION

- L.1 There shall be no discrimination by the Employer, the Union or any of its members against any Employee because of membership or non-membership in any lawful Union or by reason of filing a grievance.

- L.2 Both the Employer and the Union agree there shall be no discrimination against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap within the meaning of and subject to the exceptions provided in the *Human Rights Code. RSO 1990.* as amended from time to time.

Personal Harassment

- L.3 Both the Employer and the Union agree that all N.Y.A.D. employees are entitled to a workplace free from harassment.

- L.4 Any alleged violation may be dealt with pursuant to the procedures in the Code or under the Grievance and Arbitration provisions of this Agreement. Where a respondent is the person who would normally deal with the initial step of the Grievance Procedure, then, such grievance will automatically proceed to the next step.



ARTICLE M – HEALTH AND SAFETY

First Aid Kits

M.1 First aid kits shall be supplied by the Employer in all work sites, and properly maintained.

M.1.1 Kits shall also include vinyl and latex gloves and disposable personal protection devices for artificial respiration.

M.2 The Employer and the Union recognize their obligations under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended. The Joint Health and Safety Committee will be established in accordance with the Act. The Employees on the Committee shall be selected by the Union in accordance with the Act.

M.3 Newly hired Employees shall receive information, instruction, and/or training about health and safety regulations, including Workplace Hazardous Materials and Information Systems (WHMIS) training.

M.4 In order to protect an Employee's personal safety and in order to ensure child safety in accordance with the *Day Nurseries Act*, the Employer will take all reasonable steps to ensure that a second adult can be contacted by telephone for assistance in case of emergency. An Employee shall immediately notify the Employer if no other adult is available on site.



ARTICLE N – PROBATIONARY PERIOD

- N.1 All Employees newly hired to regularly scheduled work are required to serve a probationary period of sixty (60) days worked effective the first day of work and will have no seniority rights until the probationary period is successfully completed. All Employees newly hired to supply or seasonal work are required to serve a probationary period of thirty (30) days worked effective the first day of work and will have no seniority rights until the probationary period is successfully completed. The Parties further agree that any Supply or Seasonal Employee from Seniority List B who successfully posts to a regularly scheduled position shall be required to serve a further probationary period of thirty (30) days worked before being listed on Seniority List A.
- N.1.1 Subject to the agreement of the Parties otherwise, an Employee shall serve only one (1) probationary period.
- N.2 After successful completion of the probationary period, an Employee's seniority will date back to the first day worked or be prorated in accordance with O.1.2
- N.3 Other entitlements specifically afforded non-probationary Employees will not apply to probationary Employees.

ARTICLE O – SENIORITY PROVISIONS

Seniority for Full-Time and Part-Time Employees

- O.1 Seniority for full-time and part-time Employees shall be defined as the length of continuous service in the employ of the Employer and shall be used as set out in the other provisions of this Agreement. Full-time and part-time Employees shall be listed on Seniority List A.
 - O.1.1 Seniority for Supply and Seasonal Employees shall be defined as the length of continuous service in the employ of the Employer as a Supply or Seasonal Employee. Supply and Seasonal Employees shall be listed on Seniority List B. Seniority may be exercised by Supply and Seasonal Employees only when making application for and being considered for a posted vacancy.
 - O.1.2 Notwithstanding any other provision of this Agreement, when an Employee on Seniority List B is the successful applicant for a posted vacancy in a full time or part time position, then, the Employee shall be placed on Seniority List A with prorated seniority based on a factor of one third (0.333) of their prior seniority as specified on Seniority List B.
 - O.1.3 An Employee shall be deemed to have continuous service except where he/she has lost his/her seniority under Clause O.3.
- O.2 Where two or more Employees have the same seniority date their placement on the list will be determined by lot conducted by the Union.

Loss of Seniority

- O.3 Notwithstanding the provisions of O.1 and unless otherwise provided in this Agreement, seniority previously accumulated shall be lost and the Employee ceases to be an Employee of the Employer when he/she:
 - O.3.1 is discharged for just cause and not reinstated through the grievance process;
 - O.3.2 quits employment, provided the quit has not been rescinded within three (3) working days;
 - O.3.3 does not perform work in the bargaining unit for twenty-four (24) consecutive months, except as provided by law;
 - O.3.4 is absent from work for three (3) consecutive days of work without prior notification to the Employer and without reasonable excuse;



- O.3.5 is not recalled to work within a period of twenty four (24) months from the date of layoff;
- O.3.6 fails, subject to the provisions of Article BB, to return to work following notice of recall from layoff within ten (10) calendar days of the posting of a registered letter of recall addressed to the Employee's last listed address on file with the Employer;
- O.3.7 fails to take a medical examination, if, and as required by the *Day Nurseries Act* by a qualified medical practitioner within twenty (20) working days of the making of such a request by the Employer; and,
- O.3.8 retires.

Seniority Lists

- O.4 The Employer shall provide to the Union in written and electronic form, an updated seniority list on the working day falling on or immediately prior to January 15th each calendar year. The seniority list shall indicate the Employee's name, job classification, and seniority date. Lists shall be provided in order of seniority by job classification, date, name, and status. The Employer shall post the seniority list on the Union section of the bulletin board in each Centre.
- O.4.1 Notwithstanding Clause O.4, the Employer shall provide to the Union in written and electronic form a seniority list within two (2) months of the signing of this Agreement.
- O.5 The Employer shall maintain two (2) separate seniority lists as follows:
 - O.5.1 Seniority List A shall include all full-time and part-time Employees.
 - O.5.2 Seniority List B shall include all Employees who exclusively do supply or seasonal work.
- O.6 An Employee may dispute their seniority date within fifteen (15) working days of the list being posted. The Parties shall meet within thirty (30) days of the list being posted to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained on the seniority list. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the Parties are unable to resolve such matter, the Employee or the Union may file a grievance as per Article I.



Notice of Resignation

- O.7 Employees who wish to resign from employment are requested to provide not less than two (2) weeks advance written notice to the Executive Director.

- O.8 An Employee who fills a vacancy with the Employer but outside of the bargaining unit, shall retain accumulated bargaining unit seniority for a period of two (2) months. Should the Employee not return to the bargaining unit within the two (2) month period, the Employee will be deemed to have resigned from the bargaining unit.

- O.8.1 Notwithstanding the above, should an Employee accept an offer to fill a temporary vacancy with the Employer but outside of the bargaining unit, his or her accrued seniority in the bargaining unit will be frozen for that period and will resume accrual upon return to the bargaining unit.

- O.9 If an Employee wishes to voluntarily move from Seniority List A to Seniority List B, then, the Employee shall submit such request in writing to the Executive Director with a copy to the Union. The Employer shall advise the Employee to check on the implications of the change in status as it relates to: E.I. benefits; seniority; benefits; job postings; and, redeployment. The Employee will have fourteen (14) working days to confirm his/her decision. Such request may be approved at the sole discretion of the Employer.



ARTICLE P – STAFFING

Posting of Vacancies

- P.1 When a vacancy or temporary vacancy greater than sixty (60) working days becomes available within the bargaining unit and if the Employer elects to fill such vacancy, the Employer shall post such vacancy at all Centres, for a minimum of ten (10) working days. When the vacancy is for a duration of sixty (60) working days or less, the Employer shall select an Employee from the Supply Staff List or Recall List without posting. If there are no qualified candidates within the bargaining unit such vacancy may be filled by a qualified applicant from outside the bargaining unit.
- P.1.1 The job posting will state the skills and education required for the vacancy as well as the regularly scheduled hours of work, start date, summary of duties, age group, location, including whether the location is wheel chair accessible, wage rate, and the title of the non-union position to which the Employee will be reporting. The Employer will consult with the Union regarding any changes in the posted skills, duties, and education from the previous job posting.
- P.1.2 The following will be noted on all Job Postings: “An otherwise qualified applicant who lacks the educational requirements of the position will have appropriate equivalent related experience and/or education considered by the Employer.”
- P.1.3 It is understood that where practicable temporary vacancies shall include an end date on the posting.
- P.2 A copy of each job posting shall be forwarded to the Recording Secretary of the Union at the same time as the posting.
- P.3 Should a posting be rescinded, the Union will be sent a copy of the posting indicating it has been rescinded and the reason for rescinding.

Selection of Applicants

- P.4 The Employer will only conduct interviews of applicants when there are no qualified applicants seeking a lateral transfer into the posted vacancy.

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Lateral Transfer

- P.5** A lateral transfer is the placement of an Employee, who applies for a posted vacancy within the same job classification from which the Employee is seeking transfer.
- P.5.1** Right of transfer will be given to qualified Employees within the same job classification who are not seeking to improve their status.
- P.5.2** Where two (2) or more Employees indicate an interest in the same vacancy, within the provisions of P.5.1 seniority will be the determining factor.
- P.5.3** An Employee shall not be entitled to more than one (1) lateral transfer in any twelve (12) month period, except at the discretion of the Employer.
- P.6** Should there be no Employee transferring into the vacancy as per Clause P.5, then, the Employer shall conduct interviews with qualified applicants, if any. First consideration will be given to those qualified applicants who are on Seniority List A. Next consideration will be given to qualified applicants who are on Seniority List B. If the skill, ability, related experience, educational equivalent, and performance of two or more applicants are relatively equal, then, seniority shall be the deciding factor with regard to the selection of the applicant within the bargaining unit. If there are no qualified applicants from within the bargaining unit, then Clause P.10 shall pertain.
- P.6.1** Notwithstanding P.4 and P.6 above, Employees who are on the Recall List will be given first priority for placement into a vacancy or temporary vacancy through the recall provisions in Article BB.
- P.7** The Employer will inform internal applicants who have not been selected for an interview within five (5) working days after the closing date of the posting.
- P.8** Vacancies in newly created positions shall be filled in the manner set out above.
- P.9** An Employee who is the successful applicant to a position in a higher classification shall have a thirty (30) calendar day trial period during which time both the Employee and the Employer can evaluate his/her suitability for the position. At the end of the thirty (30) day period, the Employee will be declared permanent in the position. Notwithstanding the above, should the Employee determine he/she is not suited for the position or should the Employer determine the Employee's performance in the position was not satisfactory, the Employee shall be returned to his/her former position without loss of seniority. Any other Employee temporarily promoted or transferred because of the posting process shall be returned to his/her former position without loss of seniority.



- P.10 If there are no qualified candidates within the bargaining unit, the vacancy may be filled by a qualified applicant from outside the bargaining unit.
- P.11 The name of the successful applicant will be provided to the Union in writing at the same time the successful applicant is notified.
- P.11.1 Within fifteen (15) working days of the date of appointment to a vacant position, the name of the successful applicant will be posted on bulletin boards at each Centre.
- P.12 Unsuccessful applicants interviewed for a posted vacancy will be informed in writing that such vacancy has been filled, once the successful candidate has accepted the assignment. Any unsuccessful applicant shall, on request, meet with the Employer for feedback as to the reason why they were not selected for the position. In such circumstance the unsuccessful applicant may be accompanied by a Union Representative if requested. Such a meeting shall be held at a mutually convenient time.

Supply Staff

- P.13 In the event of a temporary absence of sixty (60) working days or less, which the Employer elects to fill, the Employer shall first call qualified Employees on short term layoff in accordance with Clause BB.1.1. or Employees on the Recall List who have indicated an interest in supply work in accordance with Clause BB.6. Should there be no such Employee, then, the Employer shall call qualified Supply Staff. In the event that no one is immediately available from the Supply Staff, then, the Employer may at its discretion temporarily transfer any Employee to fill the temporary absence. Any such arrangement will be temporary and of the shortest duration practicable.
- P.13.1 It is understood that the option to be considered for supply work as described in Clause P.13 only applies to Employees on actual layoff out of the workplace and those Employees on the Recall List who have accepted a position in a lower classification and status. Such Employees will be considered for long term supply positions which do not conflict with their regularly scheduled hours.
- P.14 The Employer shall maintain a central Supply Staff List by classification.
- P.14.1 The Employer shall endeavour to develop and maintain a Supply List of a minimum of twelve (12) Supply Staff who are available Registered ECE's and available ECA's.



- P.15 Prior to expanding the Supply Staff List, the Employer will discuss this issue with the Union.
- P.16 Should a delay in filling a vacancy result in the need for a Supply Worker to remain in a vacancy for greater than sixty (60) working days, the Union shall be consulted.
- P.16.1 Employees may apply to be on the Supply Staff List for any and all classifications for which they are qualified. Approval for placement on the Supply Staff List may require an interview where the Employee has applied to a classification other than the one within which they currently work.
- P.17 The Employer shall only be required to utilize the posting procedure in respect of the original posted vacancy and two (2) backfill positions. All other vacancies deriving from the filling of positions through the posting procedure may be filled at the sole discretion of the Employer.



ARTICLE Q – LEAVES OF ABSENCE

General Leave of Absence

Q.1 The Employer may grant a leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Approval will depend on the individual case and the impact on the operations of the Employer. Such approval shall not be unreasonably denied.

Q.1.1 For a leave of absence of forty (40) working days or less, the request shall be in writing and, where practicable, shall be submitted a minimum of ten (10) working days prior to the start date of the leave. The Employer will reply in writing within five (5) working days of receipt of the request. Subject to the contractual provisions of the applicable benefit plans, benefits will be maintained in accordance with the provisions of Article S of the Agreement.

Q.1.2 For a leave of absence in excess of forty (40) working days and up to a maximum period of one (1) year, the request shall be in writing and, where practicable, shall be submitted a minimum of twenty (20) working days prior to the start date of the leave. The Employer will reply in writing within ten (10) working days of receipt of the request. It shall be the sole responsibility of the Employee to pay the full cost of any benefits which they choose to maintain.

Q.1.2.1 Notwithstanding Clause Q.1.2 for an Employee who has an approved leave of absence for a reduction in work hours, or for job sharing, benefits shall be prorated according to the amount of time the Employee has reduced his/her hours of work.

Leave for Political Activity

Q.2 Upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority so that the Employee may run as a candidate in federal, provincial or municipal elections.

Pregnancy Leave

Eligibility

Q.3 A pregnant Employee who started employment with her Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.

When leave may begin

Q.4 An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.



Notice

- Q.5 The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.

Change of notice to begin leave

- Q.5.1 An Employee who has given notice to begin Pregnancy Leave may change the notice:
- Q.5.1.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or
- Q.5.1.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.

Special circumstances

- Q.6 Clause Q.5 does not apply in the case of an Employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the Employee was expected to give birth.

Notice in special circumstances

- Q.7 An Employee described in Clause Q.6 must, within two (2) weeks of stopping work, give the Employer written notice of the date the Pregnancy Leave began or is to begin and a certificate from a legally qualified medical practitioner that in the case of an Employee who stops working because of complications caused by her pregnancy, states the Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or in any other case, states the date of the birth, still-birth or miscarriage and the date the Employee was expected to give birth.

End of Pregnancy Leave if Parental Leave available

- Q.8 The Pregnancy Leave of an Employee who is entitled to take Parental Leave, ends seventeen (17) weeks after the Pregnancy Leave began.

End of Pregnancy Leave if Parental Leave not available

- Q.9 The Pregnancy Leave of an Employee who is not entitled to take Parental Leave ends on the later of:
- (i) the day that is seventeen (17) weeks after the Pregnancy Leave began, or
- (ii) the day that is six (6) weeks after the birth, still-birth or miscarriage.



End of Pregnancy Leave on Employee notice

- Q.10 The Pregnancy Leave of an Employee ends on a day earlier than the day provided for in Q.8 or Q.9 if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.11 Nothing herein precludes an Employee from receiving sick leave pay, if applicable, if absent because of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

Parental Leave

Eligibility

- Q.12 An Employee who has been employed by his or her Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following:
- Q.12.1 the birth of the child; or
- Q.12.2 the coming of the child into the custody, care and control of a parent for the first time.

Restriction on when the leave may begin

- Q.13 Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

When the mother's Parental Leave may begin

- Q.14 Parental Leave of an Employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Notice

- Q.15 The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

Change of notice to begin leave

- Q.15.1 An Employee who has given notice to begin Parental Leave may change the notice:
- Q.15.1.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or



- Q.15.1.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.

Special circumstances

- Q.16 Clause Q.15 does not apply in the case of an Employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. In such circumstances the Parental Leave of an Employee begins on the day the Employee stops working and the Employee must give the Employer written notice that the Employee wishes to take leave within two (2) weeks after the Employee stops working.

End of Parental Leave

- Q.17 Parental Leave ends thirty-five (35) weeks after it began, if the Employee took Pregnancy Leave, and thirty-seven (37) weeks after it began otherwise, or in accordance with the *Employment Standards Act* whatever is greater, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.

Change of notice to end leave

- Q.18 An Employee who has given notice to end the leave may change the notice:
- Q.18.1 to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- Q.18.2 to a later date if the Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

Benefits and Seniority During Pregnancy and Parental Leave

- Q.19 In accordance with the *Employment Standards Act* or to a maximum of fifty-two (52) weeks whichever is greater, the Employer will continue to pay its share of contributions to any benefit plans in which the Employee is enrolled prior to commencement of her Pregnancy and/or his/her Parental Leave, provided that the Employee continues to pay his/her share of such benefits if applicable.
- Q.19.1 Benefit plans referred to in Clause Q.19 applies to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and any other prescribed type of benefit plan as applicable.
- Q.20 The period of an Employee's Pregnancy and Parental Leave is included in the calculation of his/her length of employment and seniority, as if it were active paid service. The period of an Employee's leave shall not be included in determining whether the Employee has completed the probationary period.

Infant Care/Child Care Leave

- Q.21 An Employee eligible for Parental Leave under Clause Q.12 may apply for Infant Care/Child Care Leave.
- Q.22 The Employer shall grant to eligible Employees a leave of absence without pay, to be known as Infant Care/Child Care Leave which, will provide:
- Q.22.1 the mother, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave;
 - Q.22.2 the father, additional weeks of leave which when combined with Parental Leave will not exceed two (2) years leave.
 - Q.22.3 Notwithstanding Clauses Q.22.1 and Q.22.2, if both the mother and father are Employees, the total Infant Care/Child Care Leave when combined with Pregnancy and Parental Leave will not exceed two (2) years.
- Q.23 Application for Infant Care/Child Care Leave must be made at the same time as an Employee applies for Parental Leave or not later than thirty (30) days before the Infant Care/Child Care Leave is to begin.
- Q.24 In the application for Infant Care/Child Care Leave an Employee must specify the time at which he/she intends to commence his/her Leave and the time at which he/she intends to resume his/her duties with the Employer.
- Q.25 Once Infant Care/Child Care Leave has been granted it shall not be extended except at the discretion of the Employer.

Change of Notice to End Leave

- Q.26 An Employee who has given notice to end the leave may change the notice to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date.

Benefits and Seniority During Infant Care/Child Care Leave

- Q.27 An Employee on Infant Care/Child Care Leave may opt to continue payment to his/her share and the Employer's share of contributions to any benefit plans in which he/she is enrolled prior to the commencement of the Infant Care/Child Care Leave. Payment shall be made through pre-authorized bank withdrawal.



- Q.28 The period of an Employee's Infant Care/Child Care Leave is included in the calculation of his/her length of employment and seniority, as if it were active paid service.

Leaves of Absence for Full-time Union Duties

- Q.29 An Employee who is elected or selected for a full-time position with the Union (or CUPE, OFL, CLC) shall be granted a twelve (12) month full-time leave of absence by the Employer without salary and benefits and without loss of seniority. Such leave shall be renewed each year on request during his/her term of office.

- Q.29.1 In addition, the Union may request full-time leave of absence without salary and benefits but without loss of seniority for Employees for full-time positions with the Union for twelve (12) months or for special assignments. The Union shall apply to the Employer four (4) weeks where practicable prior to the commencement of such leave, which may be for a period of up to twelve (12) months but not less than sixty (60) days. Such leave may be granted subject to operational requirements but the leave shall not be unreasonably withheld. No more than one (1) Employee will be on such leave at one time under this clause.

Short Duration Union Leaves

- Q.29.2 It is recognized that there will be occasions when leaves of short duration i.e. less than sixty (60) days, may be necessary. Requests for such leave will be made with not less than three (3) weeks' written notice to the Employer where practicable. Such leaves shall be without salary and benefits and without loss of seniority. Requests for such leaves may be subject to operational requirements but will not be unreasonably withheld. No more than two (2) Employees will be on such leave at one time under this clause. Further, no more than one (1) Employee may be selected from each Centre.

- Q.29.3 During any leave under this section, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs. If the Union wants the Employee credited with sick leave during such leave, the Union will reimburse the Employer for the sick leave. For the purpose of this Agreement, such leaves shall be considered leaves without pay.

Leaves of Absence for Union Conventions and Seminars

- Q.30 Upon written request by the Union, the Employer may grant leaves of absence without pay or loss of seniority for up to three (3) Employees at a time, to a maximum of one (1) Employee per Centre, to attend conventions or seminars, schools and conferences of the Union. Where practicable, the Union will give not less than fifteen (15) working days written notice. Such approval will not be unreasonably withheld. However it is understood that leave may be withheld

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related to operational requirements. The cumulative total for such leaves of absence in any contract year shall not exceed twenty (20) working days.

Q.31 During any leave for Union Conventions and Seminars, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs. If the Union wants the Employees credited with sick leave during such leave, the Union will reimburse the Employer the sick leave. For the purposes of this Agreement, such leaves shall be considered leaves without pay.

Family Medical Leave

Q.32 An Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in Clause Q.32.1 if the qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

Q.32.1 Clause Q.32 applies in respect of the following individuals:

1. the Employee's spouse;
2. a parent, step-parent or foster parent of the Employee;
3. a child, step-child or foster child of the Employee or the Employee's spouse;
4. any individual prescribed as a family member for the purpose of this leave under the *Employment Standards Act*.

Q.32.2 The Employee may begin the leave no earlier than the first day of the week in which the period referred to in Clause Q.32 begins.

Q.32.3 The Employee may not remain on a leave under Clause Q.32 after the earlier of the following dates:

1. the last day of the week in which the family member dies;
2. the last day of the week in which the period referred to in Clause Q.32 ends.

Q.32.4 Notwithstanding Clause Q.32, if two (2) or more Employees take leaves under Clause Q.32 in respect of a particular individual, the total of the leaves taken by these Employees shall not exceed eight (8), weeks during the twenty-six (26) week period referred to in Clause Q. 32.

Q.32.5 An Employee may take a leave under this Clause only in periods of entire weeks.



- Q.32.6 Employees who wish to take leave under Clause Q.32 will advise the Employer in writing using the appropriate forms. The Employee will be required to include a copy of the certificate referred to in Clause Q. 32 with the form. If the Employee must begin the leave before advising the Employer, the Employee shall advise the Employer of the leave verbally and in writing using the appropriate forms as soon as possible after beginning the leave.
- Q.32.7 Upon the expiry of the Family Medical Leave, the Employee may request a leave of absence under Clause Q.1, to cover the remaining weeks of the twenty-six (26) week period referred to in Clause Q.32.
- Q.32.8 An Employee may apply for more than one Family Medical Leave in respect to the same family member.
- Q.32.9 In accordance with the *Employment Standards Act* or to a maximum of eight (8), weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Family Medical Leave, provided that the Employee continues to pay his/her share of such benefits if applicable.
- Q.32.9.1 Benefit plans referred to in Clause Q.32.9 applies to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and any other prescribed type of benefit plan, as applicable.
- Q.32.10 The period of an Employee's Family Medical Leave is included in the calculation of his/her length of employment and seniority, as if it were active paid service. The period of an Employee's leave shall not be included in determining whether the Employee has completed the probationary period.

Return from Leaves

- Q.33 Subject to the other provisions of this Agreement an Employee returning from any leave under this Article will be returned to his/her position if it exists, or to a comparable position if it does not. During the period of leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of this Agreement. This provision shall not apply if the employment of the Employee is ended solely for reasons unrelated to the leave.



Bereavement Leave

- Q.34** An Employee shall be granted a maximum of five (5) regularly scheduled working days, without loss of pay or benefits, in the case of the death of any member of the Employee's immediate or step-family, i.e. mother, father, sister, brother, son, daughter, wife, husband, common-law spouse, same-sex partner, guardian or parent-in-law, grandparent, grandchild, stepmother, stepfather, stepbrother, stepsister, stepchild, or any other relative who is residing in the same household. Such leave shall be granted for the purpose of attending the funeral and making the necessary arrangements in respect thereof.
- Q.34.1** An Employee shall be granted Bereavement Leave of up to one (1) regularly scheduled working day, without loss of pay or benefits, for the purpose of attending the funeral of a relative, other than an immediate family member, or a close friend.
- Q.34.2** If during a Sick Leave, an Employee is bereaved in circumstances under which the Employee would have been eligible for Bereavement Leave under the above clause, the Employee shall be granted Bereavement Leave with pay and their paid Sick Leave credits shall be reinstated.
- Q.34.3** Additional unpaid time off work may be granted to a bereaved Employee where additional time is required to permit the bereaved Employee to make appropriate travel arrangements to attend the funeral of a relative or friend as defined in Clauses Q.34 and Q.34.1 or where the bereaved Employee requires time to address other matters related to the estate of the deceased. In special circumstances, where an Employee has not used the maximum days indicated in Clause Q.34, the unused days may be applied to the circumstances outlined in this clause.
- Q.34.4** Pay for Bereavement Leave will be at the Employee's regular hourly rate for the relevant approved lost working time.
- Q.34.5** The Employer may require a copy of the death certificate, obituary, burial certificate or other confirmation of the need for the leave
- Q.34.6** Employees who wish to take Bereavement Leave shall provide written notice to their Supervisor, on the approved Request for Leave Form, as soon as practicable after learning of a death that qualifies for Bereavement Leave. If necessary and on behalf of the Employee, the Supervisor may complete the Request for Leave Form.



Court Leave

Q.35 In the event that an Employee is precluded from working his/her regular hours of work due to being called for and reporting for jury duty, then, the Employer shall make up the difference in pay between the amount received by the Employee for jury duty and the Employee's regular hourly rate for scheduled hours not worked due to jury duty service. Reimbursement under this Clause shall be restricted to a maximum of ten (10) working days.

Q.35.1 In the event that an Employee is precluded from working his/her regular hours of work due to being subpoenaed as a Crown witness, in a case not involving the Employee as the person charged, then, the Employer shall make up the difference in pay between the amount received by the Employee for witness fees and the Employee's regular hourly rate for scheduled hours not worked due to serving as a witness. Reimbursement under this Clause shall be restricted to a maximum of three (3) working days.

Q.35.2 Time spent to serve as a court witness arising out of his/her employment shall be considered time worked at the appropriate rate of pay. The Parties agree that this Clause shall not apply in respect of any matter commenced by the Employer or the Union.

Q.35.3 An Employee summoned for jury duty or subpoenaed as a Crown witness shall, as soon as practicable following the receipt thereof, provide a copy of the applicable notice of jury duty or the applicable witness subpoena to the Employee's Supervisor.

Q.35.4 The Employee shall provide to the Employee's Supervisor either a certified statement of fees paid by the Court for serving as a juror or a certified statement of the witness fees paid to the Employee for serving as a Crown witness.

Q.35.5 The Employee shall be required to contact his/her Supervisor upon completion of service as a juror or as a Crown witness to discuss when the Employee will be required to report to work

Voting Leave

Q.36 An Employee who qualifies to vote in a Federal election and who advises the Employer of the Employee's wish to vote, shall be granted sufficient time off work to allow the Employee to have three (3) consecutive hours to vote while the polls are open.



- Q.36.1 An Employee who qualifies to vote in a Provincial or Municipal election and who advises the Employer of the Employee's wish to vote, shall be granted sufficient time off work to allow the Employee to have four (4) consecutive hours to vote while the polls are open.
- Q.36.2 The Employee must inform the Employer of his/her voting leave requirement five (5) days before an election.
- Q.36.3 An Employee exercising the right to take voting leave shall not suffer any loss of pay or other penalty for taking such leave.

Religious Holidays

- Q.37 An Employee requiring leave to observe a religious holiday, other than one of the paid holidays in Article T, must provide a minimum of ten (10) working days advance notice to the Employer. The Employee will note the exact date of the Holy Day(s), where feasible, and the approximate date when the exact date has not yet been determined. The Employee shall be entitled to utilize paid leave available to the Employee under the terms of this Agreement including personal leave days under Clause R.2.1 and unused paid vacation under Article U.

Paid Leave – Writing Exams

- Q.38 An Employee shall be entitled to leave of absence with pay to write examinations to upgrade his/her employment qualifications pertinent to present employment. Where such examinations take place during normal working hours for which the Employee would otherwise have been scheduled, then, the Employee shall be paid his/her regular hourly rate for up to four (4) hours on the day the examination is scheduled.

Emergency Closing

- Q.39 Severe weather conditions or other emergency situations may cause a Centre to close. In such circumstances, all affected Employees will be paid for their regularly scheduled hours for up to a maximum of one (1) working day.

ARTICLE R – SICK LEAVE

Eligibility

R.1 All Employees on Seniority List A shall be eligible for Sick Leave credits under these provisions.

R.1.1 At the beginning of each calendar year, there shall be placed in the Sick Leave account of each non-probationary Seniority List A Employee fifteen (15) credits, each credit being equivalent to one full day of regularly scheduled hours. Upon the completion of the Probationary Period full-time non-probationary Employees shall be credited with sick leave credits prorated to the end of the applicable calendar year based on the rate of one and one-quarter (1.25) credits per month. The Employer shall continue to allow eligible Employees to take sick leave in half day increments.

R.1.1.1 In the event that as at the date of termination of employment, a full-time non-probationary Employee has used more sick leave credits in that calendar year than the Employee would otherwise have been entitled to based on their completed months of service in that calendar year and based on the formula of one and one-quarter (1.25) credits per month in that calendar year, then, an appropriate deduction from final wages owing to the Employee may be made by the Employer, and this Clause shall constitute a specific written authorization for such deduction for all statutory and contractual purposes. Notwithstanding the above, it is understood that an Employee terminating employment for medical reasons or a retiree who has worked more than half the year will be exempt from this provision.

R.1.2 Accumulated sick leave credits shall be inclusive of Emergency Leave to which Employees are otherwise entitled under the *Employment Standards Act, 2000*, as amended, and inclusive of three (3) personal days available to Employees.

Utilization of Sick Leave

R.2 Sick leave may be utilized by an Employee for absences which result from any of the following reasons:

- (a) a personal illness, injury or medical emergency;
- (b) quarantine or other order of the medical health authorities;
- (c) being under examination or treatment of a health professional as defined in the *Regulated Health Professionals Act, 1991 (RHPA)*, including but not limited to: a physician, surgeon, chiropractor, dentist or oral surgeon, periodontist, massage therapist, occupational therapist, optometrist, physiotherapist, psychologist, registered nurse, midwife,



nurse practitioner and/or speech therapist for a personal illness, injury or medical emergency; and,

- (d) illness, injury or medical emergency or an urgent matter concerning any of the following individuals:
- the Employee's spouse or same sex partner;
 - a parent, step-parent or foster parent of the Employee, the Employee's spouse or the Employee's same sex partner;
 - a child, step-child or foster child of the Employee, the Employee's spouse or the Employee's same sex partner;
 - a grandparent; step-grandparent; grandchild or step-grandchild of the Employee, the Employee's spouse or the Employee's same sex partner;
 - the spouse or same sex partner of a child of the Employee;
 - the Employee's brother or sister;
 - a relative of the Employee who is dependent on the Employee for assistance; and,
 - a person who lives with an Employee in a conjugal relationship outside marriage, irrespective of the length of time of such relationship.

R.2.1 An Employee is entitled to use three (3) Sick Leave credits per year for "personal" days. Where practicable, "personal" days require a written request to the Supervisor two (2) weeks prior to the day requested. Approval for "personal" days is at the discretion of the Centre's Supervisor and will not be unreasonably withheld.

Deductions From Sick Leave

R.3 A deduction shall be made from accumulated Sick Leave of all regular working days, exclusive of holidays, absent for sick leave.

R.3.1 An Employee who is absent under this provision for fifty percent (50%) of his/her regularly scheduled hours or less in a day will have one-half (1/2) credit applied against the day. If the Employee is absent for more than fifty percent (50%) of his/her regularly scheduled hours in a day, a full credit will be applied against that day.



Proof Of Illness

R.4 An Employee may be required to produce a certificate from a medical practitioner for any absence of three (3) consecutive working days or more, certifying that he/she was unable to carry out his/her duties due to illness.

R.4.1 Notwithstanding the provisions of Clause R.4, the Employer may require an Employee to produce a certificate from a doctor verifying and supporting any personal medical absence which occurs on the day immediately prior to or the day immediately following a long weekend or the day immediately prior to or the day immediately following the commencement of an Employee's scheduled vacation period.

R.4.2 The Employer may require an Employee to provide reasonable documentary evidence supporting any leave under this Article.

Sick Leave During Layoff

R.5 When an Employee is laid off due to lack of work, he/she shall not receive Sick Leave credits for the period of such absence, but shall retain his/her accumulative credit if any, existing at the time of such layoff.

Accumulation of Sick Leave

R.6 The unused portion of an Employee's Sick Leave shall accrue for his/her future benefit. Sick Leave may be accumulated from one (1) calendar year to the next subject to a maximum carry forward of up to forty (40) unused sick days and subject to the imposition of an overall cap of fifty-five (55) sick days available for use in any one calendar year.



ARTICLE S – BENEFITS

S.1 The terms of the applicable Group Insurance Benefit plan language set out in the “Ontario Coalition for Better Child Care - Your Group Benefit Plan - Plan B”, shall be applicable to all full-time and part-time Employees on Seniority List “A” who are working a minimum of twenty-five (25) hours per week and who have completed their probationary period. Hereinafter, for the purposes of this Article, such Employees shall be referred to as “eligible Employees”.

S.2 Except as otherwise provided under this Agreement eligibility, qualifications for benefits, the amount of benefits and the amount of premium shall be governed by the terms of the applicable insurance benefit contract and shall be determined by the applicable Insurer.

S.2.1 Every newly eligible Employee shall be required to complete an application card for the applicable Group Benefits plan coverage.

S.3 Except as otherwise provided under this Agreement, the responsibility of the Employer in respect of Group Insurance Benefits shall be solely limited to the payment of the applicable Employer portion of the applicable premium for the applicable benefit.

S.3.1 For eligible Employees, the Employer shall continue to pay one hundred percent (100%) of the Group Benefit Plan premiums for single or family coverage as applicable in respect of Basic Employee Life Insurance, Employee Basic Accidental Death and Dismemberment Insurance, Basic Dependent Life Insurance, and Supplementary Health and Dental coverage, all in accordance with the applicable plan.

S.3.2 Eligible Employees shall continue to pay one hundred percent (100%) of the premium cost plus applicable taxes thereon in respect of the Long Term Disability Insurance benefit provided in accordance with the long term disability benefit as specified in the applicable plan. Participation in the Long Term Disability benefit aspect of the applicable plan shall be mandatory for eligible Employees.

S.3.2.1 Effective January 1, 2011 the Employer shall pay a quarterly lump sum payment, in arrears, to eligible Employees as follows:

- (a) Eligible Employees with ten (10) or more years of completed service but less than fifteen (15) years of completed service shall receive a quarterly lump sum payment equal to twenty-



five percent (25%) of the amount of Long Term Disability premium cost plus applicable taxes thereon paid by the eligible Employee in the applicable contract quarter;

- (b) Eligible Employees with fifteen (15) years or more of completed service but less than eighteen (18) years of completed service shall receive a quarterly lump sum payment equal to fifty percent (50%) of the amount of Long Term Disability premium cost plus applicable taxes thereon paid by the eligible Employee in the applicable contract quarter;
- (c) Eligible Employees with eighteen (18) years or more of completed service but less than twenty (20) years of completed service shall receive a quarterly lump sum payment equal to seventy-five percent (75%) of the amount of Long Term Disability premium cost plus applicable taxes thereon paid by the eligible Employee in the applicable contract quarter; and,
- (d) Eligible Employees with twenty (20) years or more of completed service shall receive a quarterly lump sum payment equal to one hundred percent (100%) of the amount of Long Term Disability premium cost plus applicable taxes thereon paid by the eligible Employee in the applicable contract quarter.

S.3.2.1.1

Advancement to a higher percentage quarterly lump sum payment shall take effect in the next following contract quarter after the eligible Employee reaches the applicable length of service trigger.

S.3.3

Eligible Employees shall continue to pay one hundred percent (100%) of the premium cost plus applicable taxes thereon in respect of the Weekly Disability Income benefit provided in accordance with the Weekly Disability Income benefit as specified in the applicable plan Participation in the Weekly Disability Income benefit aspect of the applicable plan shall be optional for eligible Employees.

Continuation of Benefits on Layoff

S.4 In the event of layoff, the Employer shall continue to pay its portion of the applicable premiums for the applicable Group Insurance Plan Benefits, for laid off Employees, for the first forty (40) working days of layoff. Employees may then opt to continue coverage at their own expense.



Change of Status

- S.5 It is the responsibility of each Employee to advise the Employer in writing of any change in marital or family status and to request changes in benefits coverage.

Copy of Benefits Plans

- S.6 Upon written request by the Union, the Employer will provide a copy of the master plan of all insured Employee benefits plans.

Workplace Safety Insurance

- S.7 Effective as soon as practicable after February 1, 2008 and no later than April 1, 2008 all Employees shall be covered by the *Workplace Safety Insurance Act*.
- S.8 The Employer shall provide written correspondence notifying the Union of a workplace related illness or injury requiring medical attention or resulting in lost time.
- S.9 Where an Employee is absent from work due to a workplace related injury or illness, within the meaning of the *Workplace Safety and Insurance Act, 1997*, ("the WSIA"), then, the Employer agrees to pay to the injured Employee his/her regular wages from the date of accident until the date the Employee returns to work or until such time as the Employee's then remaining sick leave credits are exhausted, whichever shall first occur, subject to the reimbursement to the Employer of the WSIA benefit payments for the applicable period. Upon such reimbursement to the Employer, applicable pro-rated sick leave credits shall be returned to the Employee's sick leave credit bank.
- S.10 Transportation to the nearest physician or hospital for Employees requiring medical care, as a result of an accident which occurs in the course of employment shall be at the expense of the Employer.
- S.11 Employees shall be reimbursed the costs, to a maximum of twenty-five dollars (\$25.00) for TB medical tests and/or documentation of TB test results required as a condition of continued employment.



ARTICLE T - PAID HOLIDAYS

Eligibility

T.I An Employee is eligible for a paid holiday if he/she:

T.1.1 is on the active payroll; and,

T.1.2 has worked all of the Employee's regularly scheduled day of work immediately prior to and all of the Employee's regularly scheduled day of work immediately following a holiday, unless absence is approved in advance, in writing, by the Employee's Supervisor or the Employee can show reasonable cause for not working such days.

Paid Holiday Entitlement

T.2 All eligible Employees on Seniority List A and Seniority List B who would otherwise have been scheduled to work shall be paid for the following Holidays.

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

T.2.1 And any other day declared or proclaimed as a statutory holiday of general application by the Provincial Government.

T.3 When any of the paid holidays listed in T.2 falls on a Saturday or Sunday, the Employer shall designate some other day as a day off with pay for eligible Employees.

T.4 If a public holiday falls on an Employee's non-working day, the Employer will pay the Employee his/her regular wages for the holiday.

Vacation on Statutory Holiday

T.5 Should a holiday as defined as above fall or be observed during an Employee's vacation, the day shall be considered a paid holiday, not a vacation day.

- T.6 An Employee who ceases employment at the end of the regular work day immediately preceding a holiday which is observed during the same week as the date of termination and who otherwise would normally be eligible for the holiday, shall receive Holiday Pay in lieu of the holiday in addition to any other wages owing at the time of termination.

- T.7 Except as otherwise provided under the *Employment Standards Act 2000* or other legislation, where a holiday falls during an absence by the Employee that is unpaid by the Employer, including, without limitation, layoff, the Employee will not receive holiday pay.

- T.8 Where a holiday falls while an Employee is on leave of absence due to illness or disability, longer than three (3) weeks, the Employee shall not receive holiday pay.

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ARTICLE U - VACATION

Eligibility

U.1 The "vacation pay year" shall be defined as January 1 to December 31. Vacation entitlements shall be calculated as at December 31 of each year.

Seniority List A Employees

U.2 Subject to the provisions of Clauses U.2.5, U.2.6, U.2.6.1, U.2.7 Employees on Seniority List A shall receive an annual vacation with pay in accordance with their years of employment as follows:

U.2.1 Employees with less than one (1) year of service shall be entitled to accrue vacation time at the rate of one (1) working day for each completed month of service to a maximum of ten (10) working days. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee at the time the vacation is taken.

U.2.2 Employees with at least one (1) year of service and up to two (2) years of service shall receive ten (10) working days vacation. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee.

U.2.3 Employees with at least two (2) years of service and up to five (5) years of service shall receive fifteen (15) working days vacation. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee.

U.2.4 Employees with five (5) or more years of service shall receive vacation pay equivalent to twenty (20) working days. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee.

U.2.5 Subject to the minimum provisions of the *Employment Standards Act*, should an Employee work in the aggregate no more than ten (10) months in any vacation pay year, then, it is understood that the vacation and vacation pay entitlement of that Employee shall be prorated based on actual hours worked.

U.2.6 Once in a vacation pay year, Employees governed by Clauses U.2.3 and U.2.4 may take an advance of vacation entitlement during a current vacation pay year and before the full amount of such vacation has been earned and accrued, but at no time will such an Employee receive more than the balance of the vacation entitlement that they would otherwise earn for the current vacation pay year and at no time will such an Employee receive an advance of more than the equivalent of ten (10) days vacation and applicable vacation pay entitlement.



- U.2.6.1 In the event that on or before October 31 in a current vacation pay year an Employee governed by Clauses U.2.3 and U.2.4 has taken an unpaid advance on vacation entitlement and the Employee has not had any period of layoff or unpaid leave of absence between January 1 and October 31 in that vacation pay year, then, the Employer shall, in the first full pay period on or after October 31, pay to the Employee the vacation pay balance in relation to the unpaid vacation time previously taken.
- U.2.6.2 In the event that on or before October 31 in a current vacation pay year an Employee governed by Clauses U.2.3 and U. 2.4 has taken an unpaid advance on vacation entitlement and the Employee has had a period of layoff or unpaid leave of absence between January 1 and October 31 in that vacation pay year, then, the Employer shall, on the last full pay period on or before December 31, pay to the Employee the vacation pay balance in relation to the unpaid vacation time previously taken.
- U.2.7 Should an Employee quit, be terminated or laid off after having used more than his/her vacation entitlement in the current vacation pay year, then, a prorated deduction from final wages owing to the Employee shall be made by the Employer, and this Clause shall constitute a specific written authorization for such deduction for all statutory and contractual purposes. Notwithstanding the foregoing, it is understood that an Employee terminating employment for medical reasons will be exempt from this provision.

Vacation Calendar

- U.3 The Employer shall notify all Employees by October 15th that a vacation calendar for the following calendar year will be circulated at each Centre, by seniority, beginning the following Monday.
- U.3.1 Beginning with the most senior Employee at each Centre, all Employees shall, in turn, indicate their vacation preference on the vacation scheduling calendar. Each Employee shall have two (2) working days upon receipt of the vacation scheduling calendar to indicate their preference on the subject calendar and to return the subject calendar and their written vacation request, on the applicable Employer approved vacation request form, to their Centre Supervisor. The Employer shall make reasonable efforts, through a telephone call to the Employee's telephone number on record with the Employer, to obtain the vacation preference, substantially in accordance with the above, of any Employee who is absent during this process. Notwithstanding the foregoing, Employees who will be absent during this process may request, in writing to their Centre Supervisor, to be contacted via email.

U.3.1.1 Where an individual Program within a Centre is populated by greater than six (6) Employees, then, subject to operational requirements, up to a maximum of two (2) Employees from that Program may be scheduled for vacation at the same time for a maximum period of up to one (1) week of overlapping vacation time.

U.3.1.2 Notwithstanding U.3.1.1, in unusual circumstances and where operational requirements permit, the Employer may grant and shall not unreasonably withhold:

- (i) vacation to more than two Employees in a Program at the same time; and,
- (ii) vacation time that overlaps for more than one week.

U.3.2 Subject to operational requirements, the Employer shall endeavor to grant the vacation period preferred by the Employees. The Employee's vacation assignment shall be confirmed when the Employee receives a written approval from the Employee's Centre Supervisor. Such approval shall be provided within five (5) working days. Employees should not make any vacation commitments until the written approval has been received by the Employee from his/her Centre Supervisor.

U.3.3 There will be no Black-Out Days on the Vacation Calendar.

U.3.4 Any Employee who has not scheduled all their vacation entitlement may throughout the rest of the calendar year select any other dates left open.

Seniority List B Employees

U.4 Employees on Seniority List B shall receive vacation pay in accordance with his/her years of employment, at the following rates:

U.4.1 Employees with two (2) or less years of service shall receive vacation pay equivalent to four (4%) percent of gross wages earned during the applicable payroll period.

U.4.2 Employees with more than two (2) years of service and up to five (5) completed years of service shall receive vacation pay equivalent to six (6%) percent of gross wages earned during the applicable payroll period.

U.4.3 Employees with more than five (5) years of service shall receive vacation pay equivalent to eight (8%) percent of gross wages earned during the applicable payroll period.



- U.5 For Employees, on Seniority List B, vacation pay will be added to each payroll cheque.
- U.6 Because vacation entitlement is related to length of employment, an Employee may be eligible for vacation time or pay after a Pregnancy/Parental Leave ends.
- U.7 Earnings of Employees from insurance benefits, including, without limitation, disability insurance, shall not be part of gross wages earned for the purposes of calculation of vacation pay.

Approved Leave Of Absence During Vacation

- U.8 Where an Employee qualifies for sick leave with a medical certificate, or for Bereavement Leave or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

Vacation Pay On Termination

- U.9 An Employee who ceases employment for any reason, will receive pay for vacation time accrued to the date of termination, but not yet used.

Unbroken Vacation Period

- U.10 Subject to operational requirements, and at the Employee's request the Employee shall receive an unbroken period of vacation.

Maximum Annual Carryover of Vacation

- U.11 No Employee shall carry over more than ten (10) days vacation from any previous vacation pay year. In any case, all vacation carried over must be taken prior to April 30 of the calendar year following the vacation pay year in which the carried over vacation was earned.

Pay In Lieu of Vacation

- U.12 No payment will be made in lieu of vacation except where:

- U.12.1 an Employee ceases employment;
- U.12.2 an Employee is on a leave of absence and is physically unable to take earned vacation in the current year;



U.12.3 In those rare and exceptional cases where it is clear an Employee cannot schedule the earned vacation entitlement within the authorized period. In such cases, payment in lieu of vacation may be made only for vacation entitlement in excess of ten (10) days. Approval for pay in lieu of vacation requires the approval of the Supervisor and the Administrator(s).

U.13 Once vacation has been selected by the Employee, approved and scheduled by the Employer, such vacation shall only be cancelled upon consent of the Employer, which consent shall not be unreasonably withheld.

Winter Closing

U.14 Commencing in calendar year 2011, if a Centre is closed on any regular work day other than statutory holidays or days designated in lieu of statutory holidays, during the week between Christmas and New Year's, then, any Employee on Seniority List A who would otherwise have been available for and scheduled to work on such days shall suffer no loss of regular wages for any such day of closure. Employees will be notified prior to the vacation scheduling process as to which N.Y.A.D. Centers, if any, will be open during the winter break for the following year.



ARTICLE V - TRAINING

Education Assistance

- V.1 During the term of this Agreement, the Employer shall continue to provide Education Assistance to qualified full-time Employees and qualified part-time Employees in accordance with the existing terms and conditions applicable under the N.Y.A.D. Education Assistance Policy.

- V.2 Where an Employee takes an academic or technical course as a result of the request by the Employer, he/she shall be compensated in full for the tuition fee charged for the course.

Employer Required Training

- V.3 When the Employer introduces new requirements for the job and requires the Employee to take additional training, in order to carry out their required duties, the Employer will pay for such training and time spent by the Employee shall be considered as time worked.

- V.3.1 The Employer will provide a reasonable length of time for upgrading any required change of qualifications for Employees hired prior to the signing or during the life of this Agreement.

Professional Development

- V.4 All Employees are encouraged to participate in five (5) Professional Development activities per year. These activities may include, without limitation, workshops, conferences, outside agency and internal Centre visits, presentations, lectures, evaluation of program materials, and enrolment in early childhood education related courses. Activities which involve registration fees and the attendance at events during the work day are subject to the advance written approval by the Employee's Supervisor. Where an Employee is authorized to attend such events, then, the Employer shall pay the registration fees, and where such attendance is on what would otherwise be working time for the Employee, then, such time shall be considered as time worked by the Employee.

- V.4.1 Administration and Supervisors will promote and distribute materials pertaining to workshops, conferences, seminars and reading material to all Employees. These materials will be posted, when they become available, in all posting locations. Employees are encouraged to seek out materials in order to enhance their job skills, program and Centre.



ARTICLE W – HOURS OF WORK

- W.1 The normal hours of work for full time Employees will be thirty-five (35) hours per week normally scheduled in eight (8) hour shifts. One (1) hour of the shift will be an unpaid lunch break. Hours of work are not guaranteed.
- (a) The Parties acknowledge and agree that split shifts may be necessary from time to time in order to meet the operational needs of the Centres.
 - (b) Notwithstanding W.1, split shifts will be kept to a minimum and in no case will a shift have more than one split.
- W.1.1 Part-time Employees will normally be scheduled for less than thirty-five (35) hours per week. Hours of work are not guaranteed.
- W.1.1.1 The normal days of work shall be Monday to Friday.
 - W.1.1.2 For Seniority List A Employees the length of the work year shall be fifty-two (52) weeks. Notwithstanding the above, Employees whose customary work year at the time of ratification is less than 52 weeks, shall be grandparented.
- W.2 The normal working hours shall fall between 7:00 a.m. and 6:00 p.m. unless otherwise specified in this Agreement.
- W.3 An Employee's regular work location is the Centre to which he/she was last hired. An Employee may be temporarily assigned to another Centre to replace an absent Employee where no qualified Employee could be found from the Supply List. Such temporary assignment shall not exceed one (1) week.
- W.4 The hours and days of work of each Employee shall be posted in an appropriate place on a monthly basis.
- W.4.1 Except in cases of emergency, Employees shall receive one (1) calendar week's advance notice of a shift change. It is understood that cases of emergency includes the need for proper staffing to meet Ministry requirements and the need to have adequate full time staff, familiar with the facility to conduct the opening and closing of the Centre.



Rest and Lunch Periods

W.5 Employees will be entitled to lunch and rest periods based on hours worked per day as follows:

W.5.1 All full-time Employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their shift. Employees shall remain in the building for the duration of their rest period. If mutually agreed to between the Employee and his/her Supervisor, the two rest periods may be combined. Part-time Employees shall receive one (1) paid rest period of fifteen (15) minutes.

W.5.1.2 When a rest period(s) is combined with a split break the Employee is not required to remain at the Centre.

W.5.2 For all Employees working a continuous shift of five and one-half (5 1/2) hours or more, the Employee shall be entitled to one (1) unpaid lunch break of sixty (60) minutes.

W.6 The Employer shall schedule lunch breaks no earlier than two (2) hours and no later than five (5) hours of starting a shift.

W.6.1 Employees eligible for a lunch break who are required by the Employer to work during such lunch break shall have such time considered part of their regularly scheduled work hours for that day and be paid for that time. However, the Parties specifically understand and agree that Employees are not permitted in such circumstances to leave work before the end of their regularly scheduled work day.

Minimum Pay

W.7 Where an Employee, who regularly works more than three (3) hours a day, is required to report to work and works less than three (3) hours, the Employee is deemed to have worked for three (3) hours and is to be paid a minimum of three (3) hours pay.

W.8 The Parties recognize that on occasion due to operational requirements, the Employer may require an Employee to work beyond his/her regularly scheduled hours of work. The Employer shall offer such extended hours including overtime hours on a rotating basis to qualified Employees at the location. No Employee shall be required to work extended or overtime hours against his/her wishes when another Employee at his/her work location is available. Should there be no qualified Employee available to do the work, the Employer may require the most junior qualified person at the location to work the extended hours. The Employer



will advise Employees of the need to have him/her work beyond his/her regularly scheduled hours as far in advance as practicable.

- W.8.1 Hours in excess of thirty-five (35) hours in a week shall be deemed extended hours and all such hours up to forty-four (44) hours per week shall be paid at the regular hourly rate.

Overtime Defined

- W.9 All extended hours in excess of forty-four (44) hours per week worked by an Employee during the regular work week shall be deemed overtime hours paid at the overtime rate.

- W.9.1 All hours worked on a Saturday or Sunday shall be compensated at the overtime rate except that attendance at conferences, workshops and the like shall not be compensated at the overtime rate.

- W.9.2 There shall be no pyramiding of overtime rates.

Overtime Rate

- W.10 Overtime hours shall be paid for at the rate of time and one half (1 1/2) of the Employee's regular rate of pay.

Late Pick-Up

- W.10.1 Notwithstanding the above, Employees caring for children past the scheduled closing time of the Centre will be paid one dollar (\$1.00) per minute after his/her shift ends. These dollars will be added to their regular pay. Compensation under Clause W.10.1 is paid in place of any compensation for extended hours otherwise provided in this Article.

Distribution of Overtime

- W.10.2 The Employer shall keep overtime to a minimum. In the event that there is overtime, the Employer shall offer such overtime on a rotating basis to qualified Employees at the location. No Employee shall be required to work overtime against his/her wishes when other Employees at the work location are available to perform the required work. Should there be no qualified employee available to do the work, the Employer may require the most junior qualified Employee at the location to work the overtime.

- W.11 Time spent at staff meetings will be paid at the applicable rate.



Programming Time

W.12 A minimum of one (1) hour per week for each program at each site will be paid programming time. Such time will be part of the Employee's regularly scheduled hours. The Employer will schedule programming time equitably amongst Employees.

Shift Exchange

W.13 Subject to advance approval by the Centre Supervisor, Employees may exchange shifts on an occasional basis in order to accommodate personal business. Such approval will not be unreasonably withheld.

Shift Rotation

W.14 Employees who are scheduled on shift rotation will, by mutual agreement of the Employees who rotate their shifts, have their shifts rotated every two weeks.



ARTICLE X - ALLOWANCES

Travel Allowance

X.1 Effective January 1, 2010 the cost of transportation and parking for Employees while performing irregular duties such as shopping, banking, delivering materials, and attending meetings will be reimbursed at the rate of forty-two (42) cents per kilometer. Effective January 1, 2011 the rate will increase to forty-five (45) cents per kilometer. Effective January 1, 2012 the rate will increase to forty-eight (48) cents per kilometer.

Child Care Allowance

X.2 Employees requiring child care are entitled to a twenty-five percent (25%) discount of child care fees payable at a NYAD centre, if space is available. The discounted portion of their fee is a taxable benefit.

X.2.1 If space is available, the Supervisor will calculate the reduced fee and the Employee will be invoiced on a monthly basis for such fee.

Responsibility Allowance

X.3 In the event a supply worker cannot be found and an Employee is asked to cover the work of an absent Employee in a higher rated classification, such Employee shall be paid the supply rate appropriate to the classification of the Employee he /she is replacing.

X.3.1 Where the Employer appoints a "Designate" to cover the absence of a Supervisor for a full shift or more, then, the Designate shall be paid two dollars (\$2.00) more per hour for that shift.

Field Trips

X.4 Any pre-authorized costs associated with an Employee participating in a field trip will be borne by the Employer.



ARTICLE Y – WAGES

Wage Grid

Y.1 Effective January 1, 2010 every Employee, shall be classified in accordance with the job classifications specified in Appendix “A” and shall be paid the hourly wage rates and receive the scheduled wage adjustments specified in Appendix “A”.

Y.1.1 The applicable wage grid for each job classification in Appendix “A” except Junior Part-Time Assistant, ECE Supply and Non ECE Supply shall be established on the basis of: a start rate (Step 0); an hourly wage rate payable after the Employee completes one (1) year of service (Step 1) and an hourly wage rate payable after the Employee completes two (2) years of service (Step 2). In all circumstances, advancement to a higher Step on the grid shall only take effect commencing with the month following the month when the anniversary seniority date was attained.

Y.1.2 Wage/salary rates specified in Appendix “A” shall be minimums and the Employer reserves the right, subject to labour market conditions, to pay a higher rate than that specified in the applicable wage grid at its sole discretion. In the event that the Employer exercises this right during the term of this Agreement, then, the Employer will, at the time of the decision inform the Union of the newly established rate for that grid level and classification. Such newly established rate will apply to all Employees within the applicable grid level and classification

Pay Equity Adjustment

Y.1.3 The hourly wage rates specified in Appendix “A” are inclusive of an annual one percent (1%) pay equity adjustment payable to all Employees.

Red-Circled Employees

Y.1.4 An Employee whose rate of pay, from time to time, exceeds the applicable wage rate otherwise payable for his/her applicable placement on the grid shall be designated as a Red-Circled Employee and, notwithstanding the provisions of Clause Y.1 shall receive wage adjustments in accordance with the provisions of this Clause as set forth below.

Y.1.4.1 Effective January 1, 2010, January 1, 2011, January 1, 2012 and January 1, 2013 all, then, Red-Circled Employees shall receive a one percent (1%) increase to their then applicable hourly wage rate, which shall be inclusive of their applicable annual pay equity adjustment.



Y.1.4.2 In lieu of the increases specified in Appendix "A" scheduled for: May 1, 2011; September 1, 2011; April 1, 2012; July 1, 2012; October 1, 2012; April 1, 2013; July 1, 2013; and, October 1, 2013 (hereinafter individually referred to as " the applicable increase date"), all Red-Circled Employees, as at the subject applicable increase date, shall receive a lump sum payment, payable in arrears within fifteen (15) working days of the end of the applicable calendar year. This lump sum payment shall be based on all hours paid at the applicable rate between the subject applicable increase date and the end of the calendar year in which the subject applicable increase date occurs. For greater clarity, a lump sum or lump sums so generated in one calendar year shall not be carried forward to the next calendar year for any purpose whatsoever.

Pay Rate on Successful Posting

Y.1.5 An Employee who successfully posts to a job in a higher rated classification, shall, upon assuming those duties, be placed on the grid at the applicable start rate for the applicable classification. Thereafter, the Employee shall advance on the grid based on subsequent years of service in the higher rated classification.

Pay Rate on Layoff

Y.1.6 In the event of a layoff, an Employee who transfers to an available position within the same classification but at another Centre shall maintain their pre-transfer wage/salary.

Y.1.7 In the event of a layoff, an Employee who displaces another Employee in a lower rated classification, in accordance with the provisions of Article BB, shall, upon assuming those duties, move to the applicable grid amount based on the Employee's length of service.

Pay Rate on Recall

Y.1.8 In the event of a recall the Employee shall be paid at the applicable grid amount based on the Employee's years of service.

Retroactivity

Y.2 Retroactivity on wages shall only apply to the Employees on staff at the date of ratification, to Employees on layoff, to retired Employees, to Employees on approved leaves of absence, to the estate of deceased Employees, in each case prorated according to the time worked by the Employee on and after January 1, 2010 and shall be payable within one (1) month of the date of ratification of this Collective Agreement.

Y.3 Employee Wages/Salary shall be paid on the business day falling on or immediately prior to the fifteenth (15th) day and the last day of each month by direct bank deposit to the Employee's designated account. During the term of this Agreement the existing payroll administration practices concerning the applicable pay period shall be maintained.

Errors in Pay

Y.3.1 In the event of an error in pay being made by the Employer in the amount of greater than one (1) day's pay, correction will be made within three (3) working days after notification has been received from the Employee.

Deductions from Pay

Y.4 The Employer may not make deductions from wages and salaries unless authorized by statute, court order, arbitration decision or settlement between the parties, specified by this Agreement or authorized in writing by the Employee.

Issuance of Record of Employment

Y.5 The Employer will issue a Record of Employment within five (5) working days of the last day of work in accordance with the appropriate legislation.

Information on Pay Stubs

Y.6 An Employee shall receive a pay stub, which shall indicate:

- (a) the name of the Employee and the Employer;
- (b) the total hours worked during the pay period at regular time;
- (c) the total hours worked during the pay period at the overtime rate;
- (d) the hourly rate(s);
- (e) shift premium, where applicable;
- (f) late pick up fees, where applicable;
- (g) the year-to-date calculations (T4 information);
- (h) details of all deductions and contributions;
- (i) pay period;
- (j) Employer and Employee's contribution to the cost of benefits listed in Article S where applicable, if enrolled;

- (k) the Employee's bank account information blanked out;
- (l) RRSP contributions, if applicable;
- (m) the balance of vacation credits; and,
- (n) the balance of sick leave credits.



ARTICLE Z - PENSIONS

Z.1 The Employer will continue to offer Employees the opportunity to invest in a RRSP through payroll deductions.

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ARTICLE AA – JOB SECURITY

Contracting Out

AA.1 Subject to the agreement of the Parties or as provided under this Agreement, no work, which is performed by the Employees shall be contracted out if it results in the termination, layoff, or reduction of hours of work or work week of an Employee at the time of the contracting out or at any subsequent time. It is recognized that in order to maintain the ratios under the *Day Nurseries Act*, and in the case where there is no qualified Employee available on the Supply List, the Employer may need to contract out through an external agency. Any such arrangement will be temporary, and of the shortest duration practicable.

Volunteers

AA.2 Volunteers and students shall be used only to enrich programs and shall not be used in lieu of employing an Employee.



ARTICLE BB – LAYOFFS AND RECALLS

Definition of Lay-off

BB.1 A lay-off shall be defined as a lack of work, reduction in the work force or an involuntary reduction in status reasonably anticipated by the Employer to exceed twenty (20) working days.

Short Term Layoff Described

BB.1.1 A "short-term layoff" includes a layoff resulting from a temporary closure of a Centre for any reason where the Employer was unable to secure an alternate location, and any layoff reasonably anticipated by the Employer not to exceed twenty (20) working days. The reason for such temporary closure may include, without limitation, closure due to a strike by any Toronto District School Board employee or any public health or emergency reason. Employees affected by short-term layoff shall be given first priority for any work of a temporary nature, for which they are qualified, that is or becomes available during the period of the layoff, in order of seniority.

Layoff in Reverse Order of Seniority

BB.2 Both Parties recognize that job security shall generally increase in proportion to the length of service of an Employee. Therefore, in the event of a lay-off, affected Employees shall be laid off in the reverse order of their seniority by classification and status, provided that the remaining jobs shall be filled, at all times, by qualified Employees in accordance with the provisions of the *Day Nurseries Act*

BB.3 When an Employee is given notice of layoff from a position, then, that Employee will be transferred by the Employer to an available vacancy within the same job classification and status.

BB.3.1 Should there be no available vacancy of the same classification and status, the Employee will bump the most junior Employee within the same job classification and status.

BB.3.2 Should there be no junior Employee within the same job classification and status, the Employee will have the option of:

- (a) bumping the most junior Employee in a lower classification with the same status, provided that the Employee bumping another Employee has the qualifications to perform the subject position without training, or
- (b) bumping the most junior Employee in the same classification with lesser status.



- BB.3.3 When an Employee is bumped or displaced by the exercise of the rights specified under Clause BB.3.1 or Clause BB.3.2, then, the Employee so bumped or displaced shall have the same rights as specified in Clause BB.3.2.
- BB.3.4 Should there be no junior Employee within a lower classification with the same status or the same classification with lesser status, the Employee will have the option of bumping the most junior Employee in a lower classification and lower status.
- BB.3.5 Should an Employee not exercise their rights under Clauses BB.3.2, BB.3.3 or BB.3.4, then, subject to the provisions of Clause BB.4.1 iii, the Employee will not be recalled to a position of lower classification and / or status.
- BB.3.6 Should there be no junior Employee with a permanent position, the Employee will be placed on a Recall List and will be given the option of being placed on the Supply List and will be given first priority by seniority for any permanent vacancies or supply work as it comes available.

Recall

BB.4 Employees who are transferred, displaced or laid off through the procedures specified in this Article, shall be placed on the Recall List and shall be eligible for recall to available work as set out below in order of their seniority provided that the subject Employee(s) are qualified in accordance with the provisions of the *Day Nurseries Act*:

- BB.4.1
- i. Employees shall be recalled in the order of their seniority to positions which do not exceed the classification and number of regularly scheduled hours of the position held at the time of lay-off, provided that the subject Employee(s) are qualified in accordance with the provisions of the *Day Nurseries Act*.
 - ii. Notwithstanding the fact that there may be an Employee(s) on the Recall List, should a vacancy become available which exceeds the classification and/or number of regularly scheduled hours of such Employee, the Employer shall post the position. Should the position remain vacant following the staffing process in Article P, the Employer shall offer the position, in order of seniority, to qualified Employee(s) on the Recall List. The Employer may oblige the most junior qualified Employee on the Recall List to accept the position should it not be filled by a more senior Employee on the Recall List.
 - iii. Should a vacancy become available in a lower classification and/or for fewer regularly scheduled hours than that held by the Employees on the Recall List, the Employer shall offer the position, in order of seniority, to qualified Employee(s) on the Recall List. Accepting such a position will not in any way limit the Employee's rights under



Clause BB.4. Employees who are recalled to a position that is not equivalent to their classification and/or status at the time of layoff will have the option of refusing the recall and will remain on the Recall List only for the purpose of Recall to a position equivalent to the position held at the time of layoff. Notwithstanding the above, the Employer may oblige the most junior qualified Employee on the Recall List to accept the position on a temporary basis should there be no qualified member of the bargaining unit willing to fill the position on a temporary basis. The Parties understand and agree that filling the position on a temporary basis shall mean filling the position until such time as the hiring process including the posting process to fill the vacancy on a permanent basis has been successfully concluded.

- BB.4.2 The Employer shall not be required to recall Employees through the procedure specified in Clause BB.4 in respect of positions or work anticipated by the Employer to last for only a temporary period of twenty (20) working days or less.
- BB.4.3 Where an Employee is on the Recall List solely due to transfer to an available vacancy within the same job classification and status pursuant to Clause BB.3, then, the Employee shall have recall rights only to the position held prior to receiving notice of layoff.
- BB.4.4 Subject to the provisions of Clause BB.4.1 Employees who are recalled shall be required to report for work within ten (10) calendar days of the posting of a registered letter of Recall addressed to the Employees' last listed address on file with the Employer. The Employer shall notify the Employee of the Recall opportunity by telephone on or before the date of the posting of the registered letter.
- BB.5 Employees will remain on the Recall List until they have been recalled to their original assignment from which they were transferred, displaced or laid off or for twenty-four (24) months, whichever comes first.
- BB.6 At the time of layoff, the Employer shall ask the affected Employee if he/she is available for temporary work, in accordance with Clause P.13. Recalls for temporary work available under Clause P.13 shall be conducted by telephone call and not by registered mail. Employees on short term layoff shall be called in order of seniority for such available work. Any Employee who refuses such work on more than one (1) occasion without reasonable excuse shall not be called thereafter. Only one (1) telephone call is required to be made to constitute a proper recall for such work.

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Advance Notice of Long-Term Layoff

BB.7 In the event of a layoff, other than a short term layoff, anticipated by the Employer at the time of giving of the notice of layoff, to last for more than sixty (60) calendar days, then, the Employer shall:

BB.7.1 provide the Union with as much advance written notice as practicable; and,

BB.7.2 provide the affected Employee(s) with no less than thirty (30) calendar days advance written notice of layoff or the notice required by the *Employment Standards Act, 2000*, as amended, whichever is greater, or pay in lieu of such notice.

Effect of Posted Layoff Notice

BB.8 Where a proposed layoff results in the subsequent transfer, displacement or layoff of any other Employee, then, the original notice of layoff, posted in the Centre, shall be deemed to be notice to any Employee subsequently transferred, displaced, or laid off.

Probationary Employees to be Laid Off First

BB.9 In the event of a layoff, other than a short term layoff, Seniority List B and probationary Employees shall be laid off first before permanent Employees provided that the remaining jobs shall be filled by qualified Employees in accordance with the *Day Nurseries Act*.

Grievances

BB.10 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure in accordance with Article I.

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ARTICLE CC - GENERAL

CC.1 The Employer and the Union desire that every Employee be familiar with the provisions of this Agreement and his/her rights and obligations thereunder. Accordingly, the Parties agree to split evenly the cost of printing sufficient copies of the Agreement in bound form to be distributed to all Employees covered by this Agreement. Such copies will be printed and distributed as soon as possible and not later than sixty (60) working days after the Agreement has been signed.

CC.1.1 New Employees will be given a copy of the Agreement when they commence their employment.

CC.1.2 The Employer will provide the Union with an electronic version of the Agreement.

CC.2 All words in this Agreement in the singular shall, when the context so requires, include the plural. The Union and the Employer shall ensure that the final draft of the Agreement shall use language that is gender neutral.

Successor Rights

CC.3 In the event the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to discuss the retention of seniority rights for all Employees who are members of the bargaining unit with the new Employer.

Administer Medication

CC.4 Employees are required to provide all reasonable assistance in respect of health care emergencies. The Employer will provide appropriate training to ensure that Employees are qualified to administer medication and provide emergency first aid as required

Field Trips

CC.5 The Employer will pay for all admission and transportation costs for Employees on field trips.



Schedules and Appendices

CC.6 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Agreement.

CC.7 An Employee will be provided with a copy of his/her job description.

CC.7.1 A copy of the job description for each bargaining unit position will be provided to the Union.



ARTICLE DD - ACCOMMODATION

DD.1 The Employer and the Union both recognize their respective duty of accommodation obligations under the *Human Rights Code* in respect of an Employee with a disability. It is also recognized that the Employee has an obligation to provide satisfactory medical evidence to the Employer concerning restrictions. A request by the Employer that an Employee be examined by the Employer's doctor shall not be made unreasonably. Accommodation may include assigning the Employee to an available vacant position in the bargaining unit without posting, provided that the Employee has the qualifications, skills and ability to perform the regular duties of the position. Further, should such transfer be to a position with a lower wage classification, the Employee will be paid at the applicable rate in the lower wage classification.

Accommodation During Pregnancy

DD.2 Where working conditions may be hazardous to the unborn child or to the pregnant Employee, and where the Employee has submitted a medical note verifying the pregnancy and outlining her specific restrictions during pregnancy, the Employee shall be entitled to transfer to another position, if available, provided the Employee is capable of performing the essential duties of that position. Such transfer shall be granted without regard to seniority unless more than one person is seeking a transfer to the same position pursuant to this Clause, in which case seniority shall be the determining factor.



ARTICLE EE – DURATION AND TERMINATION

EE.1 Except as otherwise specifically agreed between the Parties, this Collective Agreement shall be effective as of and from January 1, 2010 and shall expire at 11:59 p.m. December 31, 2013.


EE.1.1 Subject to the provisions of Article Y the Employer shall pay new prospective wage rates as specified in Appendix "A" effective in the first full pay period commencing on and after the first working day following the date of ratification.

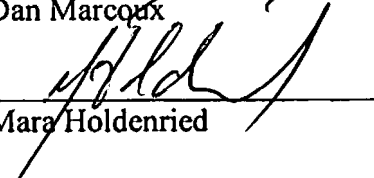
EE.2 This Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.

EE.3 Any changes to this Agreement during the life thereof may only be made by mutual agreement confirmed in writing.

Dated this 20 day of April, 2011

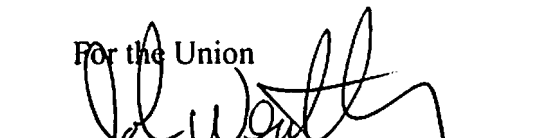
For the Employer

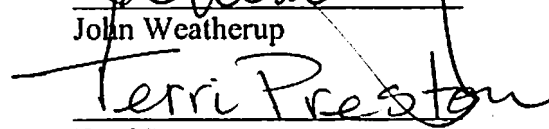


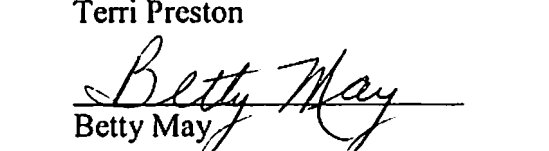
Dan Marcoux


Mara Holdenried

For the Union



John Weatherup


Terri Preston


Betty May
Bernadette Hussey
Betty May
Kevan McIlveen
Chris Sutton
Lorrie Weddell



APPENDIX A

2010 and 2011 Classification	N.Y.A.D. Wages - Appendix A			
	1-Jan-10	1-Jan-11	1-May-11	1-Sep-11
List A Employees				
ECE				
Step 0	\$18.65	\$18.84	\$18.94	\$19.03
Step 1	\$19.57	\$19.77	\$19.87	\$19.97
Step 2	\$20.53	\$20.74	\$20.84	\$20.95
Assistant ECE				
Step 0	\$16.17	\$16.33	\$16.41	\$16.50
Step 1	\$16.95	\$17.12	\$17.20	\$17.29
Step 2	\$17.80	\$17.97	\$18.06	\$18.15
Jr. P/T Assistant	\$10.72	\$10.82	\$10.88	\$10.93
List B Employees				
ECE Supply	\$16.41	\$16.58	\$16.66	\$16.74
Non ECE Supply	\$13.38	\$13.52	\$13.58	\$13.65

2012 Classification	N.Y.A.D. Wages - Appendix A			
	1-Jan-12	1-Apr-12	1-Jul-12	1-Oct-12
List A Employees				
ECE				
Step 0	\$19.22	\$19.32	\$19.51	\$19.61
Step 1	\$20.17	\$20.27	\$20.47	\$20.57
Step 2	\$21.16	\$21.26	\$21.47	\$21.58
Assistant ECE				
Step 0	\$16.66	\$16.74	\$16.91	\$17.00
Step 1	\$17.46	\$17.55	\$17.72	\$17.81
Step 2	\$18.34	\$18.43	\$18.61	\$18.70
Jr. P/T Assistant	\$11.04	\$11.10	\$11.21	\$11.26
List B Employees				
ECE Supply	\$16.91	\$16.99	\$17.16	\$17.25
Non ECE Supply	\$13.79	\$13.86	\$14.00	\$14.07

Btu


2013 Classification	N.Y.A.D. Wages - Appendix A			
	1-Jan-13	1-Apr-13	1-Jul-13	1-Oct-13
List A Employees				
ECE				
Step 0	\$19.80	\$19.90	\$20.10	\$20.20
Step 1	\$20.78	\$20.88	\$21.09	\$21.20
Step 2	\$21.80	\$21.91	\$22.13	\$22.24
Assistant ECE				
Step 0	\$17.17	\$17.25	\$17.42	\$17.51
Step 1	\$17.99	\$18.08	\$18.26	\$18.35
Step 2	\$18.89	\$18.99	\$19.18	\$19.27
Jr. P/T Assistant	\$11.38	\$11.43	\$11.55	\$11.60
List B Employees				
ECE Supply	\$17.42	\$17.51	\$17.69	\$17.77
Non ECE Supply	\$14.21	\$14.28	\$14.42	\$14.49

LETTER OF UNDERSTANDING #1

BETWEEN

N.Y.A.D. (Community) Inc.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4400

RE: Article BB Layoffs and Recalls - Clause BB.4.1 iii

The Employer and the Union confirm the following mutual understanding:

1. The following procedures, restrictions and limitations shall apply in determining, for the purposes of Clause BB.4.1.iii, whether the Employer is entitled to oblige the most junior qualified Employee on the Recall List to accept recall, on a temporary basis, to a lower classification and/or to a position providing fewer regularly scheduled hours of work than that held or performed by the Employee at the time of the Employee's layoff.:
 - (a) Before obliging the most junior qualified Employee on the Recall List to accept the subject recall and subject to the provisions of b) below, the Employer shall first canvass, on the basis of seniority, all those Employees in the bargaining unit, whose then current schedule would permit them to perform the duties of the applicable vacant position on a temporary basis;
 - (b) In conducting the canvass referred to in a) above, the Employer shall not be required to canvass those Employees in the bargaining unit who would need to transfer from their existing position and/or schedule in order to fill the applicable vacant position on a temporary basis; and,
 - (c) In the event that, following the canvass outlined above herein, no other qualified member of the bargaining unit is willing to fill the position on a temporary basis, then, the Employer may oblige the most junior qualified Employee on the Recall List to accept the subject recall.

Dated this 20 day of April, 2011

For the Employer



For the Union



LETTER OF UNDERSTANDING #2

BETWEEN

N.Y.A.D. (Community) Inc.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4400

RE: Article U vacation - New process for vacation scheduling under the following understandings:

The Employer and the Union confirm the following mutual understanding:

1. The Parties understand and agree that the new vacation scheduling regime shall take effect for vacation scheduled for calendar year 2011, however, notwithstanding the language of the Collective Agreement the notification date in U.3 shall be deemed to be November 15 for this year only and all vacations currently scheduled to be taken on or before April 30, 2011 shall be grandfathered; and,
2. The Parties further understand and agree that sub-Article U.3.1.2 shall not apply to vacation scheduled to be taken prior to May 1, 2011.

Dated this 20 day of April, 2011

For the Employer

For the Union

