

COLLECTIVE AGREEMENT

- BETWEEN -

IDEAL CHILD SERVICES GROUP

(HEREINAFTER CALLED THE "EMPLOYER")

- AND -

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2484-30**

(HEREINAFTER CALLED THE "UNION")

TERM OF AGREEMENT

JANUARY 1, 2018 - TO – DECEMBER 31, 2022

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the employer and the union on behalf of the employees of Ideal Child Services Group and to provide procedures for settling any differences which may arise between them in a prompt and equitable fashion. Furthermore, the purpose of this agreement is to balance the needs and interests of the employer in maintaining the viability of the undertaking with the maintenance of satisfactory working conditions and remuneration for all employees while, at the same time, recognizing the need to maintain the highest standards for childcare generally and encourage cooperation and mutual support between employees and the employer.

ARTICLE 2 - UNION RECOGNITION

- 2.01(a) The employer recognizes the union as the bargaining agent of all employees of the employer in the City of Toronto, save and except supervisors, those above the rank of supervisor, casual staff, office and clerical staff.
- 2.01(b) No employee or group of employees shall undertake to represent the union at meeting with the employer without the proper authorization of the Union.
- 2.02 The term "employee" and the term "employees", whenever used in this agreement shall mean only those persons described in the bargaining unit set forth in Article 2.01.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 It is recognized and agreed that the employer is a private, not-for-profit organization dependent upon public and private funding and volunteer support. Policy is made through a Board of Directors representing the community serving in a voluntary capacity and implementation of policies is the exclusive responsibility of the Executive Director. The union acknowledges that the employer must retain flexibility in order to offer new or modified services to the community, pursue funding and maintain license subsidy agreements providing for quality childcare. Accordingly, nothing in this agreement shall be intended or interpreted as limiting the ability of the employer to respond to the needs of the community or the requirements of obtaining or continuing to obtain funding from various sources. The union acknowledges and recognizes that all matters concerning the management of the employer's operations and the direction of the working force are fixed exclusively with the employer and shall remain solely with the employer except as specifically limited by an express provision of this agreement. The union acknowledges and recognizes that it is the exclusive function of the employer to:
- (a) maintain order and efficiency;

- (b) hire, classify, transfer, evaluate, promote, demote and lay off employees, and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or discipline employees for just cause provided that employees who have completed their probationary term may file a grievance for any disciplinary action alleged to be without cause;
- (d) make, alter and enforce from time to time reasonable rules and regulations covering its employees;
- (e) generally to manage the services in which the employer engages or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs to carry out those services, the structure of those programs, the location, staffing, supervision and control of those programs; and
- (f) to take all steps as may be deemed advisable by the employer to carry out the employer's mandate to provide child care services to the community and to obtain funding to provide such services.

3.02 It is further agreed and understood by the union that Ideal Child Services Group operates on limited resources. Meetings between the employer and union representatives will only take place during paid time with the consent of the employer or at mutually agreeable times after normal business hours.

ARTICLE 4 - UNION SECURITY

- 4.01 The employer agrees to deduct the regular monthly union dues from the pay of employees. The union shall notify the employer in writing of the authorized monthly deductions at least thirty (30) days in advance of the date for deduction. The dues deducted shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made and the amount of dues deducted.
- 4.02 The union agrees to defend and hold the employer harmless against all claims, demands and expenses, should any person at any time claim that the employer acted wrongly or illegally in making such dues deduction.
- 4.03 At the same time that income tax (T4) slips are made available, the employer shall type on the amount of union dues paid for each union member in the previous year.

ARTICLE 5 - NO STRIKE - NO LOCK-OUT

- 5.01 The union agrees that there will be no strike and the employer agrees that there will be no lock-out during the term of this collective agreement. It is understood that the terms "strike" and "lock-out" have the meaning contained in the definition of such terms as set out in the Ontario Labour Relations Act.
- 5.02 Nor shall there be any strike or interruption of work during the term of this agreement because of any dispute or disagreements between any other persons (or other employees or unions) who are not signatory parties to this agreement.

ARTICLE 6 - TEMPORARY /CASUAL EMPLOYEES

- 6.01 The employer may engage employees under contract for a specific term or for specific tasks including pregnancy leave, sick leave, leave of absence and cleaning. With the exception of covering vacancies caused by pregnancy/parental leave or sick leave, temporary employees will not be hired for more than six (6) months, but the employer may renew the contract for a period of up to six (6) months. Temporary employees will not be hired to replace bargaining unit staff who are performing work. Temporary/Casual employees shall not be considered members of the bargaining unit and will have no rights under the Collective Agreement.
- 6.01 (a) The employer may engage employees under contract for a specific term of up to seventy-eight weeks to cover vacancies caused by pregnancy/parental leave absence. The Employer may engage employees under contract for a term in excess of fifty-two (52) weeks to cover vacancies caused by employees who are absent due to illness with mutual agreement from the union.
- 6.01 (b) In the event that employees who are absent on pregnancy/parental leave or sick leave elect not to return to their employment causing a permanent vacancy, the temporary employees contracted for the temporary vacancy created by pregnancy/parental leave or sick leave will be given the first right of refusal to become permanent employees in the jobs that they performed as temporary contract employees, after the internal job posting procedure under this collective agreement has been exhausted.
- 6.02 It is agreed that a part time employee is a person who works up to thirty five (35) hours per week. A full time employee is a person who works forty (40) hours per week or more.

ARTICLE 7 - RELATIONSHIP

- 7.01 The union and the employer mutually agree that any employee of the employer covered by this agreement may become a member of the union if she wishes to do so, and may refrain from becoming a member of the union if she so desires.

- 7.02 The employer agrees to advise potential employees of the fact that a union agreement is in effect, and to specifically bring to the attention of a potential employee the article within the agreement that addresses mandatory union dues payment.
- 7.03 The employer agrees that a representative of CUPE may meet informally with members of the bargaining unit once a month on the employer's premises as long as permission is obtained in advance and the meeting doesn't interfere with the normal duties of the members. It is understood that such meetings will be held outside working hours. It is recognized that the employer is a tenant in the facility premises and the union agrees to be responsible for any damages reported by the landlord in connection with the use of meeting rooms.
- 7.04 The employer agrees to provide the following information by fax or ordinary mail or by email, to an address, fax number or e-mail address supplied by the Union, to the attention of the Union National Representative to the Union annually: Seniority lists, Postings, New hires, up to date contact information [name, address, telephone number] of bargaining unit employees and a Benefit Booklet.

ARTICLE 8 - NO DISCRIMINATION

- 8.01 The employer and the union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the union or because of his/her activity or lack of activity in the union.
- 8.02 The employer and the union agree to follow and be bound by the Human Rights Code of Ontario.
- 8.03 All references to the female gender in this agreement shall be read as applying to the all genders where the contexts would apply.

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence between the union and employer arising out of this agreement shall pass to and from the employer and the appointed steward of a particular day care facility covered by this agreement.

ARTICLE 10 - UNION/MANAGEMENT RELATIONS

- 10.01 The employer shall recognize a Collective Bargaining Committee composed of one active employee from each facility. The union will advise the employer of the union nominees to the committee and the names of any alternates at least two (2) weeks before any scheduled collective bargaining meetings. Negotiations will

be held outside working hours. At conciliation meetings, if any, the employer will pay the wages of three (3) members of the bargaining committee for their regular hours of work for up to two (2) days of conciliation meetings.

- 10.02 The employer will recognize one steward appointed at each facility from the active employees at that facility. The Employer shall not be obliged to recognize Collective Bargaining Committee members of stewards until such time as written notice has been received by the Executive Director from either the local union president or the National Representative.

Representative of Canadian Union of Public Employees

- 10.03 The bargaining committee may have the assistance of the National Representative of the Canadian Union of Public Employees or the Local Coordinator or a member of the Exec of CUPE Local 2484 when conducting collective bargaining meetings with the employer.
- 10.04 The union agrees that it will not engage in union activities during working hours or hold meetings at any time on the premises of the employer without the prior permission of the employer.
- 10.05 Employees shall have the right at any time to have the assistance of the National Representative of the Canadian Union 2484 of Public Employees or Local coordinator or member of the Executive of CUPE when conducting meetings with the employer. Only one of the above representatives may attend such meetings. Unavailability of any of the above representatives will not nullify decisions or actions taken or extend the time for doing or taking any action or decision or delivering any document mandated or stipulated by the Collective Agreement.

The union will advise the employer which representative the employee has chosen who will be attending the meeting at least one date in advance of the meeting.

ARTICLE 11 - MANDATORY GRIEVANCE PROCEDURE

- 11.01 If an employee has a complaint relating to the interpretation, application or administration of this agreement, or an alleged violation of this agreement, the following procedure shall be followed to settle the dispute:

Article 11.01(a) – Complaint Process

The employee shall first request a meeting with the Centre Supervisor to discuss his or her complaint five (5) working days from the date upon which the incident giving rise to her complaint first occurred.

A meeting will be scheduled by the Centre Supervisor not later than three (3) working days after the request has been made by the employee.

If no such meeting is scheduled within three (3) working days, or if the Supervisor does not respond, the complaint may be forwarded to Step 1 of the grievance procedure.

11.01 (b) – Step 1

If the complaint is not settled as a result of the meeting with the centre supervisor and the union wishes to pursue the complaint as a grievance, the union must submit the grievance in writing on a mutually agreeable grievance form supplied by the union. The completed form shall be delivered to the both program managers with a copy to the Executive Director or their designate and state the details of the complaint, the article of the collective agreement affected, and the desired resolution, no later than seven (7) working days after the complaint meeting with the centre supervisor. The union and the employer shall meet to discuss the grievance if requested to do so by either party within five (5) working days from the date the grievance was filed at Step 1. The Programme Manager will provide a response to the grievance in writing within ten (10) working days following the receipt of the grievance form from the union.

11.01 (c) – Step 2

If the grievance is not settled at Step 1 and the Union wishes to pursue the grievance, the grievance must be submitted to the Executive Director or their designate, with copies to all Programme Managers of the employer no later than ten (10) working days following the date of receipt of the Step #1 answer. The Executive Director or their designate shall give his/her reply, in writing, to the grievance within ten (10) working days following receipt of the grievance.

ARTICLE 11.02

Delivery of a grievance and the employer's response/decision to a grievance shall be affected by email:

- a) To the employer: To the Executive Director with copies to all Programme Managers at Step 1 and Step 2. The employer shall keep the union informed of the names and e-mail address of the Programme Managers and the Executive Director or their designate. Failure to do so relieves the union of communication obligations.
- b) To the Union: To the National Representative with a copy to the Local Coordinator. The union shall keep the employer informed of the name and email address of the National Representative and Local Co-ordinator for the unit. Failure to do so relieves the employer of communication obligations.

ARTICLE 12 - POLICY GRIEVANCE

- 12.01 Should the Union wish to submit a grievance affecting all or substantially all of the employees in the bargaining unit, on a matter for which an individual employee may not grieve regarding the interpretation, application, administration or alleged violation of this Agreement, it must submit a written grievance to the Executive Director within ten (10) working days of the date upon which the incident giving rise to the grievance first occurred. The Union and the Employer will meet to discuss the grievance, if requested to do so by either party within five (5) working days of receipt of the grievance by the Executive Director or their designate. The Executive Director or their designate shall give their reply to the grievance, in writing, within ten (10) working days following receipt of the grievance.

ARTICLE 13 - DISCHARGE GRIEVANCE

- 13.01 An employee who has completed their probationary period and who feels that they have been discharged without just cause shall file a written grievance on a mutually agreeable approved grievance form supplied by the union within five (5) working days from the date of discharge with the Executive Director or their designate with copies to the Programme Managers. The Union and the Employer will meet to discuss the grievance, if requested to do so by either party within five (5) days of receipt of the grievance by the Executive Director or their designate. The Executive Director or their designate shall give their reply to the grievance, in writing, within ten (10) working days following receipt of the grievance, or the meeting, if one is requested by either party. The Union must provide the Executive Director or their designate with written intention to arbitrate within five (5) working days of the Executive Director's or designate's decision. The union shall follow the procedure set out in Article 14.03(c) regarding the arbitrator selection. Articles 14.04, 14.05, 14.06, 14.07 and 14.08 apply to a discharge grievance.
- 13.02 An Employee who believes that there is a discrepancy in her pay must file a special grievance within 30 days after her bank deposit to resolve her concern.

ARTICLE 14 - MANDATORY PROCEDURE APPLICABLE TO ARBITRATIONS

- 14.01 In the event that any grievance is not satisfactorily settled under the terms of this collective agreement, it shall be referred to arbitration in accordance with the following procedure
- 14.02 Failure to adhere to the procedure set out in in Article 11.01, 11.01 (a) (b) (c), 11.02, 12.01, 13.01and 14.03 will render the grievance abandoned.
- 14.03 (a) For non-discharge and policy grievances either party must give written notice of the intention to arbitrate to the other party within ten (10) days after the written decision is rendered in Step#2 of the grievance procedure or within ten (10)

working days following the written decision of the Executive Director to a policy grievance as the case may be.

- 14.03 (b) Notice of intention to arbitrate a non-discharge grievance shall be emailed to the programme managers and copies to the Executive Director only or the National Representative as the case may be, as per article 11.02
- 14.03 (c) Notice of the intention to arbitrate a grievance shall contain the names of at least three (3) persons for arbitrator. The party receiving the notice shall, no later than seven (7) working days after receipt of the notice, inform the other party whether any of the proposed arbitrators are satisfactory, and if not will suggest other persons. The parties agree to select an arbitrator who can provide a hearing date within two (2) months of Notice of Intention to arbitrate. In the event that the parties cannot agree on the selection of an arbitrator or, if either party rejects the hearing date proposed by an agreed upon arbitrator, either party may request that the Ministry of Labour appoint an arbitrator to convene hearings and render a decision within thirty (30) days after the hearings on the matter submitted to arbitration are concluded. In the event that no arbitrator has dates within two (2) months after Notice of the intention to arbitrate has been served, will not render the grievance abandoned, and the parties will continue to exchange names until an arbitrator has been agreed upon. If an arbitrator does not provide a written decision within thirty (30) days after the hearings have concluded, it will not render the grievance abandoned. The decision of the arbitrator will still apply, even if it is received after thirty (30) days after the hearings.
- 14.04 If the parties fail to agree upon an arbitrator within seven (7) working days, either party may apply to the Ministry of Labour for Ontario to appoint an arbitrator.
- 14.05 The arbitrator shall hear and determine the matter in dispute and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The arbitrator shall not have any authority to alter or amend, in any way, the provisions on this Agreement, or to substitute any new provisions in lieu thereof. Furthermore, the arbitrator shall not have any authority to give any decision inconsistent with or contrary to the terms and conditions of this Agreement or in any way modify, add to, or delete from any provision of this Agreement.
- 14.06 It is agreed that Section 48(16) of the Labour Relations Act, 1995 of Ontario does not apply to this Collective Agreement.
- 14.07 The costs and expenses of the arbitrator shall be borne equally by the parties. Either party may be represented by counsel.
- 14.08 The time limits fixed in both the grievance and the arbitration procedures may be

extended by mutual consent of the parties.

ARTICLE 15 - PROGRESSIVE DISCIPLINE

- 15.01 Letters of reprimand shall be expunged from an employee's file after fifteen (15) consecutive months if the employee has received no other letters of reprimand on the same subject.
- 15.02 An employee shall have the right to have her steward present at any meeting with supervisory personnel at which a written reprimand or notice of suspension or notice of discharge from employment is given. Unavailability of a steward shall not cause any disciplinary notice or reprimand or discharge to be nullified.
- 15.03 An employee shall have the right to access and review her personnel file twice yearly in the presence of a supervisor. Employees have the right to respond in writing to documents presented to them at the time of their presentation. Documents in an employee's file that have not been previously reviewed by the employee may be responded to in writing by the employee at the time that the employee learns of the existence of the document, provided the response is dated.
- 15.04 The Union and the Employer agree that employees will be subject to the Corrective Discipline Policy and Procedure attached as Schedule "B". In the event the Employer plans to discipline an employee, it agrees it will follow the principle of progressive discipline, except for conduct that threatens the maintenance of the employer's licence. Disciplinary action must commence within ten (10) working days from the time the Employer first becomes aware of the event on which it intends to rely with regards to discipline, unless the employee is on vacation or any other leave.

ARTICLE 16 - SENIORITY

- 16.01 Seniority is defined as the length of continuous service in the employ of the employer, with the understanding that in addition to the master bargaining unit seniority list, the Employer will keep classification-based seniority lists to be used for the purpose of layoff and recall, and job postings, as set out in the relevant processes in this Collective Agreement. Both seniority lists will show the most recent date of hire for the employee and shall be available to the union and all employees in the bargaining unit. A copy of the seniority list will be forwarded to the union and posted on all bulletin boards at the beginning of each calendar year.
- 16.02 The Employer shall maintain one (1) bargaining unit wide master seniority list by classification to be used in connection with job postings, and layoff and recall, based on the classifications set out below:

- (a) Assistant Supervisor;
- (b) Lead Teacher (RECE or equivalent);
- (c) Second RECE teacher by CCEYA;
- (d) Assistant Teacher;
- (e) Cook;
- (f) Kitchen/Float;
- (g) FDK & SA (Lead Teacher or equivalent);
- (h) FDK & SA Assistant Teacher.

16.03 A newly hired employee shall be on probation for a period of ninety (90) days worked from the date of hiring. A newly hired Assistant Supervisor shall be on probation for a period of one hundred and eighty (180) days worked from the date of hiring. After successful completion of the probationary period, seniority shall be effective from the original date of employment. Probationary employees shall not have the right to grieve discharge. At the time of hiring, the new employee will receive a job description which references a statement of the goals and the expectations of the employer.

16.04 An employee shall lose her seniority and her employment shall be deemed to be terminated for all purposes if she:

- (a) quits;
- (b) is discharged for just cause and their discharge is not reversed in the grievance and arbitration procedure;
- (c) is laid off for more than nine (9) consecutive months;
- (d) is absent from work for two (2) consecutive working days without written permission of the employer;
- (e) fails to return to work when scheduled following a leave of absence, including pregnancy and maternity leave without written permission of the employer;
- (f) works elsewhere so as to affect her work at the day care facility;
- (g) fails to report for work or to notify the employer of her intention to return to work, within five (5) working days of receipt of notice by registered mail or telephone to return to work from a layoff;
- (h) utilizes a leave of absence for a purpose other than that for which it was granted;
- (i) is no longer able to perform the work, has been denied LTD benefits (and all appeals to the insurance company have been exhausted), and has

been absent for 36 months and has not received a physician's prognosis that they are fit to return to work with or without accommodations.

- 16.05 It shall be the duty of the employee to keep the employer informed of her current address. Should an employee fail to do so the employer shall not be responsible for the failure of any notices which may be required to reach the employee under the terms of this agreement.
- 16.06 Where possible, employees who intend to voluntarily terminate their employment with the employer must submit, in writing, not less than two (2) weeks' notice to the Supervisor of her facility.

ARTICLE 17 - JOB DESCRIPTIONS

- 17.01 The employer will provide job descriptions for all classifications for which the union is bargaining agent. These job descriptions shall be the recognized job descriptions after being presented to the union.
- 17.02 The employer shall prepare a new job description whenever a new classification is created or whenever the duties of a job changes. When a new classification is created or established, the rate of pay shall be subject to negotiations between the employer and the union.

ARTICLE 18 - JOB POSTING

- 18.01 When a job vacancy occurs which the employer intends to fill or a new position is created that falls within the scope of the bargaining unit, the employer shall post a notice, which has been initialed by the union steward or in her absence, the assistant supervisor, with respect to such job on the union bulletin board at all facilities for five (5) working days.

Applications from employees of the facility in which the vacancy occurs will be given first consideration for appointment to the job. If, in the opinion of the employer, there are no suitable applicants from the facility with the vacancy, applications from other facilities will be considered provided that the vacancy or job posted is a classification upgrade opportunity for the prospective applicant and not a lateral transfer.

If, in the opinion of the employer, there is no suitable applicant, the employer may advertise outside the bargaining unit to invite applications to fill the new job or vacancy.

- 18.02 Notices of job vacancies or new positions within the bargaining unit shall contain the following information:

- (a) a description of the job, the qualifications including education and skills required salary rate and age group.

- 18.03 When filling vacancies through the job posting procedure, if in the opinion of the employer two (2) applicants possess relatively equal competence, skill, ability, experience and qualifications, seniority shall be the deciding factor in the award of the job.
- 18.04 Within ten (10) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.
- 18.05 The successful applicant will be appointed to the job on a trial basis for a period of ninety (90) working days. At the end of the trial period, the employee will either be confirmed in the job or returned to her former position at her former rate of pay without loss of seniority. The decision to confirm or return the employee to her former job will be in the absolute discretion of the employer, with the understanding that such discretion will not be exercised in a discriminatory manner. A successful applicant may elect to return to her former job before the end of the trial period without loss of seniority and be paid at the rate of pay for her former job.
- 18.06 During the trial period referenced in Article 18.05 above the employer will be entitled to fill any vacancy created by an applicant's trial appointment with a temporary employee from outside the bargaining unit provided that any employees on layoff from the facility who request consideration to fill the vacancy created are considered. The consideration will not be subject to the grievance procedure.
- 18.07 After vacancies in the vacant classification have been offered to employees who are on layoff in order of greatest classification seniority in the vacant classification in accordance with the CCEYA, the employer will be entitled to elect to fill such vacancies created by the job posting process referenced in Articles 18.01 and 18.04 above by advertising outside the bargaining unit.

ARTICLE 19 - LAYOFFS AND RECALLS

19.01

- (a) A layoff shall be defined as a permanent or temporary reduction in the workforce. Temporary layoffs will include layoffs for the summer period and any other layoffs of a specific duration. Members of the bargaining unit will be offered layoff in order of greatest classification seniority in the classification at the facility where the layoff is to be implemented, and if there are not enough volunteers at the facility, then the least senior employee in the classification within the bargaining unit at the facility where the layoff is to be implemented will be given a notice of layoff provided the remaining employees are qualified in

accordance with the CCEYA. Notice of a Request for Volunteers with the greatest classification seniority in the classification in which the layoff is to be implemented will be posted and initialed by the Union Steward or Assistant Supervisor at the facility where the layoff is to be implemented. The employer will endeavour to provide as much notice as possible.

- (b) The employee who receives the notice of lay off will have the option of electing to displace the least senior employee in the bargaining unit in that classification at any other facility or accept the lay off. It is understood that the employee displaced by the more senior employee will be laid off without any rights to displace any other employee.
- 19.02 In the event a facility closes, for reasons beyond the control of the employer, staff will use remaining vacation time, take an unpaid leave of absence or use earned but unused sick days.
- 19.03 The employer shall recall bargaining unit employees in the reverse order in their classification from which they were laid off provided the employees are qualified in accordance with the CCEYA or are required for the maintenance of the day care license. An employee may decline a recall by confirming their decision in writing to the Programme Manager, unless the recall is to the facility from which the employee was laid off, and the employee shall remain on the recall list until their recall rights are exhausted.
- 19.04 Where possible, the employer will provide two (2) weeks' notice of layoff to the employees.
- 19.05 In the event an employee on layoff elects to accept an opportunity to end their layoff by accepting an offer to resume work in a lower classification than what she was in at the date of her layoff, the employee's seniority will be reinstated as if she had been recalled to her former classification.

ARTICLE 20 - HOURS OF WORK

- 20.01 The following paragraph shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The employer reserves the right to change starting and stopping times and schedules as the needs of the facility dictate. The aforementioned changes shall not be considered to be a layoff. The employer shall post the schedules in an appropriate place at each facility. The normal work week for child care facility employees will consist of five days unless changed by the employer. The normal work day shall consist of nine (9) hours, unless changed by the employer, scheduled between the hours of 7:00 a.m. and 6:00 p.m. and will include one unpaid lunch hour and one fifteen

(15) minute paid rest period unless changed by the employer. A second paid rest period of fifteen (15) minutes may be available at the discretion of the Supervisor. Rest periods must be taken on the premises. Lunch may be taken off site, except during times when the child care facility is operating with reduced staff and subject to the requirement that two-thirds (2/3) of the staff must remain on the premises during lunch hours. Employees must attend staff meetings as scheduled from time to time, parent nights and concert nights and will be compensated at their regular rate of pay for such attendance.

20.02 The hours and days of work of employees shall be posted in an appropriate place at each facility and shall not be changed unnecessarily except to meet the daily operational needs of a facility. In any event the employer will endeavor to give 2 weeks' notice to staff of changes in hours.

20.03 The assigned hours for part-time employees shall be as determined by the employer in accordance with the operational needs of a facility. Changes to a part-time employee's schedule will be posted at least one (1) week in advance, if possible.

20.04 Employees will be paid overtime pay at the rate of time and one half for hours actually worked in excess of forty-four (44) hours in a week (excluding lunch hours).

20.05 In the event work/hours become available during the day for any reason, such hours will be offered to employees in the FDK and SA classification positions and part-time employees in their facility in order of greatest seniority, prior to the work/hours being offered to non-bargaining unit employees. It is agreed and understood that such employees must be qualified to perform the work offered. It is understood that there is no requirement to offer such hours if the hours would overlap with the FDK and SA positions or other part time hours. It is understood that employees will have the right to decline to work such hours. In the event the FDK, SA, part time and bargaining unit employees decline the offer of extra hours, the employer will be free to fill its needs with casual temporary staff by contacting persons from a list of persons who have made the employer aware that they would work as supply/casual staff when needed.

In the event that hours offered to employees in FDK and SA classifications, or part-time employees are offered work/hours that would otherwise be offered to supply/casual staff to cover short-term or unforeseen absences of other employees, such employees will be paid at Step 1 of the salary scale for the classification of the employee that is being replaced.

ARTICLE 21 - PAID HOLIDAYS

21.01 The Employer recognizes the following as paid holidays for all employees:

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

and any other holiday proclaimed as a statutory holiday by the provincial government.

21.02 Part time employees and employees on pregnancy leave or other leaves of absence are not entitled to holiday pay (except under the provisions of the Employment Standards Act 2000 of Ontario).

21.03 To be eligible for public holiday pay, an employee must report on time and work her scheduled work day immediately preceding such public holiday and her scheduled work day immediately following such public holiday, unless absent with the written permission of the employer, or unable to work as certified by a physician supported by a physician's note bearing a date which pre-dates the scheduled work day or the actual work day that they were absent.

21.04 When any of the above noted holidays falls on a Saturday or Sunday, and is not proclaimed as being observed on some other day, the employer shall declare another day to be a holiday for the purposes of this agreement.

ARTICLE 22 - VACATIONS

22.01 All employees shall be entitled to vacation with pay in accordance with years of service as follows:

- (1) up to 1 year service - 4% of gross wages
- (2) More than 1 year service but less than 5 years service – 4% of gross wages excluding vacation pay, and 2 weeks vacation
- (3) 5 years service but less than 10 years service – 6% of gross wages excluding vacation pay, and 3 weeks vacation
- (4) 10 years of service but less than 20 years of service – 8% of gross wages excluding vacation pay, and 4 weeks vacation
- (5) Effective 1 year from the date of ratification, 25 years of service

- 10% of gross wages excluding vacation pay, and 5 weeks vacation.

- 22.02 If a paid public holiday falls on or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employer and the employee.
- 22.03 The employer shall distribute Annual Vacation Request forms to employees by January 15th each year. Employees shall indicate their vacation preference by February 15th, each year and the Employer shall post a finalized approved vacation schedule by March 1st of each year. Where two (2) or more conflicting vacation requests are made by employees during this process, seniority of the employees who work at that facility shall govern.
- 22.04 Employees will be entitled to change their vacation request with the understanding that an employee will need to provide six (6) weeks' notice. Such a change will be granted, subject to the operational needs of the facilities. The Employer will respond to such a request within two (2) weeks' of the request being made by an employee.
- 22.05 After 3 years of employment, employees who work a minimum of 5 hours per day shall be entitled to their birthday as a day off with pay if it falls on a day of work and subject to the needs of the facility.

In the event that it is not convenient to give the actual birthday as a day off, the employee will receive another mutually agreeable day off.

ARTICLE 23 - RETIREMENT

- 23.01 The supervisor and the employee shall review retirement not later than thirty (30) calendar days after the employee has advised the Employer of the date on which the employee plans to retire.

ARTICLE 24 - SICK DAY CREDIT

- 24.01 Sick leave credits may be earned by employees in the following categories and be granted according to the following formula:
1. Permanent employees working eight (8) hour shifts daily are entitled to ten (10) earned sick days with pay per calendar year. Effective Jan 1, 2020, permanent employees working eight (8) hour shifts daily will be entitled to eleven (11) earned sick days with pay per calendar year.
 2. Permanent part time employees working six (6) hours daily are entitled to six (6) earned sick days with pay per calendar year.

3. Permanent part time employees working five (5) hours daily are entitled to five (5) earned sick days with pay per calendar year.
4. Permanent part time employees working four (4) hours daily are entitled to four (4) earned sick days with pay per calendar year.
5. Sick day credits cannot be carried over year to year. On an annual basis the employer will pay employees any earned and unused sick days in pay period #24. At any time throughout the year up to pay period #24, the employee may request to use their unused sick days. If the days requested are not approved by the employer based on operational requirements, employees will be paid for remaining unused earned sick days in pay period #24. Employees can request to use their unused sick days after pay period #24, as long as the approval takes place prior to pay period #24.
6. Full time employees who are the parents of children under nine (9) years of age are entitled to one child sick day with pay annually. For greater certainty the total sick days shall be one regardless of the number of children under the age of nine (9).
7. In the event that an employee has not accumulated sick day credits during the period for January to March, the employer will pay up to three (3) sick days' pay.

24.02 The Employer may request a medical note from a physician, when employees are absent on Fridays and/or Mondays, and when it is reasonable in the circumstances.

The employer can ask only for the following information:

- the duration or expected duration of the absence
- the date the employee was seen by a physician
- whether the patient was examined in person by a physician issuing the note
- whether the patient is able to return to work

The employer cannot ask for information about the diagnosis or treatment of the employee's medical condition.

24.03 Sick leave days will not be carried over from year to year, however, accumulated sick leave during a calendar year may be compensated at a Supervisor's discretion with either time off or money in lieu during the last quarter of the year.

- 24.04 Employees shall be entitled to use their sick days when a member of their immediate family (child, spouse, common-law-spouse, or parent is sick). The employer may require proof of such illness at the employee's expense.
- 24.05 When an employee is laid off on account of lack of work, she/he shall not receive sick day credits for the period of such absence.
- 24.06 A pregnant employee shall after notifying her supervisor receive an immediate unpaid leave of absence in the event that a known or suspected case of German measles, chicken pox or other contagious conditions which are harmful to a pregnant employee occur in the child care facility. This leave shall continue until all danger from such disease or condition ceases to exist. The employer may request a medical note to confirm the need for the leave. Under these circumstances the employee may opt to use her earned sick leave credits or apply for short term disability benefits.
- 24.07 A deduction shall be made from the unused portion of an employee's sick days of all normal working days (exclusive of holidays) absent for sick leave. It is the employer's responsibility to arrange for supply coverage when an employee is sick. Sick days may be taken in one half day increments. Where an employee leaves the employ of the facility prior to having earned all sick days, any pay received for unearned days will be deducted from their last pay cheque.

ARTICLE 25 - RELIGIOUS HOLIDAYS

- 25.01 An employee who wishes to observe religious holidays other than the statutory holidays in this agreement may substitute a vacation day or take an unpaid day off. Such arrangements must be made in writing in a letter to the Supervisor one week in advance of this requested day off.

ARTICLE 26 - LEAVE OF ABSENCE

- 26.01 An employee may apply for a general leave of absence giving the employer at least one (1) months' notice of the request for the leave. A general leave of absence (one that does not fall under other available leaves under this Collective Agreement or applicable legislation) shall be without pay. All applications by employees for a leave of absence shall be in writing, stating the start date and return date of the requested leave of absence and presented to the Programme Manager of their day care facility. Approval of a general leave of absence is at the sole discretion of the employer.
- 26.02 In the event that an employee is approved to take a general leave of absence or any of the leaves recognized in the Employment Standards Act, 2000, the Employer shall make the employer contributions during the time that the employee is on leave provided that the employee makes the employee

contributions in accordance with the premium due dates disclosed to the employee by the employer.

Employees who are approved for LTD who elect to continue their health and dental coverage will be eligible for premium cost sharing on the basis of 50% paid by the employer and 50% paid by the employee for up to thirty-six (36) months from the date of being approved for LTD benefit payments. This benefit is effective from the date of ratification of the renewed collective agreement.

For a general leave of absence, the employee must inform the employer in writing of their decision to continue benefit coverage. If the employee fails to make premium payments within 7 days of the due date disclosed by the employer, benefit coverage will be cancelled.

- 26.03 In the event of the death of the employee's immediate family: mother, father, spouse, son/daughter, sibling, grandparent, the employee shall be granted a leave of absence with pay up to 5 working days. In special circumstances, the employer may grant an extension of time for such leave, but it shall be without pay and at the sole discretion of the employer. For other relatives not listed, the employer may request two working days without pay.

The employer may require an employee who takes leave under this article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 27 - PREGNANCY/PARENTAL LEAVE

- 27.01 Pregnant employees, employed for thirteen (13) weeks as of the expected birth of their child(ren) shall be entitled to have the right to take pregnancy leave of up to 17 weeks and up to sixty-one (61) weeks' parental leave, with the understanding that birth mothers who do not take pregnancy leave shall be entitled to sixty-three (63) weeks' parental leave.

Parental leave is not part of pregnancy leave and so a birth mother may take both pregnancy and parental leave.

An employee who has been employed by their employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave and 63 weeks after it began, otherwise. Parental leave for an employee who takes pregnancy leave must commence when the pregnancy leave ends.

An employee may begin parental leave no later than 78 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

- 27.02 Pregnancy leave may begin no earlier than seventeen (17) weeks before the expected date of birth, or the birth date, whichever is earlier. The employee must give at least two (2) weeks' written notice of the date the leave is to begin and, if the Employer requests it, provide a certificate from a legally qualified medical practitioner, stating the expected date of birth. Notice may be given within two (2) weeks of stopping work where the employee stops work early because of complications caused by the pregnancy attested to in writing by a physician
- 27.03 An employee who intends to resume her employment following pregnancy and parental leave, shall advise the employer in writing one (1) month before her expected date of return. On her return to work, she shall be reinstated to her position, if it still exists, or to a comparable position if it does not.
- 27.04 Seniority continues to accrue during pregnancy and parental leave.
- 27.05 An employee on pregnancy leave continues to participate in the employee benefit plan for a period of up to seventy-eight (78) weeks, and the Employer shall continue to make its contributions for those benefits unless the employee elects in writing not to do so.
- 27.06 **Parental Leave**
An employee who has been employed for at least thirteen (13) weeks and who has not taken pregnancy leave is entitled to parent leave of up to sixty-three (63) weeks' parental leave, which must commence no later than seventy-eight (78) weeks after the child comes into the custody, care and control of the parent for the first time.
- 27.07 The employee must give the employer at least two (2) weeks' written notice of the date the leave is to begin unless the child becomes immediately available, in which case, such leave may commence at such time as is mutually agreeable to the employee and the employer.
- 27.08 An employee who intends to resume her employment following parental leave shall advise the employer in writing one (1) month before her expected date of return. On her date of return to work, she will be reinstated to her position, if it still exists, or to a comparable position, if it does not.
- 27.09 Seniority shall continue to accrue during adoption leave.

- 27.10 An employee on parental leave continues to participate in the employee benefit plan for a period of up to sixty-three (63) weeks, and the Employer shall continue to make its contributions for those benefits unless the employee elects in writing not to do so.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

- 28.01 Employees shall be paid every other Friday. Each employee shall receive an itemized statement of their salary, overtime and deductions.

- 28.02 The employer agrees to comply with any negotiated pay equity plan.

- 28.03 Wage Rates. See Schedule "A" attached.

- Effective Sept 7, 2018 up to the date of ratification, a 2% retroactive payment will apply to base hourly salary without grants, based on hours worked by each employee including laid off employees that are on the recall list.
- Bargaining Unit employees who are employed as of the date of ratification of the collective agreement will receive this retroactive payment within 30 days of ratification.
- Effective date of ratification of the collective agreement, a new wage grid will be implemented that includes 2018 increases to the base rates, 2019 pay equity adjustments, and \$3.75 (formally known as grants).
- Effective September 7, 2019, a 2% wage increase will be applied to the new wage grid.
- Effective September 7, 2020, a 2% wage increase will be applied to the new wage grid.
- Effective September 7, 2021, a 2% wage increase will be applied to the new wage grid.
- Effective September 7, 2022, a 2.25% wage increase will be applied to the new wage grid.
- Permanent bargaining unit employees who have completed their probationary period at the time of ratification will be eligible to receive a one-time lump sum signing bonus of \$1,500 per employee. The signing bonus will be paid within 30 days of the collective agreement being ratified.
- To clarify, these rates do not include future pay equity adjustments.
- The employer agrees to provide to the union an updated wage grid on September 7 of each year and Jan 1 of each year that reflects percentage increases and pay equity adjustments.

- 28.04 Staff will be compensated at their regular rate of pay if requested to attend staff meetings, parent nights or concert nights or in the event that they are required to work through their lunch break.

- 28.05 In the event that an employee is required to remain at a facility after closing for the purpose of child care due to parental tardiness, the employee shall collect a late pick up charge of \$20.00 (twenty dollars) per child for the first fifteen [15] minutes and \$1.00 (one dollar) per minute thereafter from the parent. The Employer will assist in the collection of late pick up charges if the supervisor is requested to do so.
- 28.06 In the event of extraordinary weather conditions or under circumstances in which the late pick up charge is not collected, the employer may waive the late pick up charge and pay the employee her regular rate of pay to remain at the facility.
- 28.07 When an employee is temporarily assigned in accordance with the terms of this collective agreement to a position paying a lower rate, her rate shall not be reduced.
- 28.08 When an employee temporarily relieves in or performs the principal duties of a higher paying position, she shall receive the minimum rate for that position if she relieves for more than one (1) week.
- 28.09 The employer will endeavor to hire ECE supply staff to replace ECE's in the bargaining unit. Where the employer is unable to hire ECE staff, the permanent non ECE staff shall assume responsibility for the room, in accordance with article 28.08 and shall receive an additional \$2.00 per hour for that position if she relieves for more than one week. The enhanced rate will be paid retroactively to the first day that the non ECE employee assumed the responsibility for the room if she relieves for more than one week. Non ECE staff who assume responsibility for the room are not temporarily promoted.

ARTICLE 29 - JOB SECURITY

- 29.01 The employer agrees that it will not contract out work, except for catering, if by doing so such contracting out causes the permanent loss of a job to a member of the bargaining unit.
- 29.02 Staff transfer between facilities may occur to meet the needs of the children at a facility including safety. The employer will give one (1) months' notice of transfer between facilities unless, the employee agrees to transfer sooner. The employer will give two (2) weeks' notice of transfer within facilities, except in cases of emergency.
- 29.03 Full time employees enrolled in the Early Childhood Education Programme who are required to complete a placement, shall be granted a leave of absence without pay at a mutually agreeable time upon presentation of official confirmation of such placement from an educational institution approved by the Ministry of Education. While on such leave, seniority shall continue to

accumulate, and benefits shall be continued provided the employee pays her contribution for the benefit plan as per art. 32.01.

- 29.04 Employees will be entitled to an employee child care rate of \$35.00/week rate reduction.

ARTICLE 30- HEALTH AND SAFETY

- 30.01 The union and the employer agree to abide by the *Ontario Occupational Health and Safety Act* and The *Child Care and Early Years Act* and any changes proclaimed the employer agrees to place a copy of the *Occupational Health and Safety Act* in the staffroom at each facility.
- 30.02 An employee injured during working hours who leaves work for treatment shall be paid for the remainder of the shift at her regular rate of pay if it is determined by a physician's certificate that the employee cannot return to work.
- 30.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

ARTICLE 31-GENERAL CONDITIONS and CCEYA REQUIREMENTS

- 31.01 The employer shall provide access to a bulletin board at each facility for the purpose of allowing the union to post notices of union meetings.
- 31.02 As a condition of employment, employees will satisfy all requests of the Health Department and provide information pursuant to the regulations affecting child care, including, but not limited to, a medical certificate of health, more particularly, employees must satisfy the employer on any issue of illness which may adversely affect their ability to carry out their responsibilities.
- 31.03 The employer will reimburse employees for medical certificates required by the employer not covered by OHIP.
- 31.04 Staff members who have been exposed to communicable/infectious disease as defined by the Toronto Public Health Department, will be placed on temporary layoff if they have used up their earned sick leave credit, to avoid transmission of the disease. If a staff member is absent from the workplace for three (3) days or more, because of such defined infectious or communicable disease, a certificate of good health issued by a physician will be required in order to resume work
- 31.05 All employees must possess a current and valid First Aid Certificate and Infant/Child CPR Lifesaving Certificate at their own expense, in order to remain employed. Employees are encouraged to attend in house training sessions arranged by the employer. It is understood that the cost of the training sessions

will be deducted on an individual basis from each employee's pay. In the event that an employee cannot attend an employer arranged in house training session, it will be the responsibility of the employee to arrange training at her own expense.

31.06 During working hours all employees must adhere to a dress code which recognizes cleanliness and professional attire.

ARTICLE 32 – BENEFITS

32.01

(a) Permanent employees will be eligible. The cost of the Health Benefit Plan shall be covered seventy-five (75%) by the employer. The Dental Care benefit for the term of this agreement will be as per updated current ODA rates for each year of this collective agreement. The Dental Care benefits for the term of this agreement will be based on ODA 2017. There shall be no change to the current benefit package without the agreement of the bargaining unit.

Part-time employees are eligible to participate in the Benefit Plan, if they work 20 hours or more per week.

(b) The cost of the Benefit Plan shall be shared on the basis of 75% payable by the employer and 25% payable by the employee effective September 1, 2019.

(c) Vision Plan - every 24 months, \$75 eye exam and \$250 glasses/lenses.

32.02

Employees who attend Early Child Education Diploma courses after their work day may apply for reimbursement of fifty percent (50%) of fees paid for these courses and reimbursement of fifty percent (50%) of the cost of texts for these courses after successful completion of the courses. The employer will require receipts and proof of successful completion of the courses for all reimbursement requests.

32.03

The employer will contribute up to three percent (3%) [maximum of \$40.00 per pay per employee] of the gross annual pay of each employee to a group RRSP. The RRSP will be administered according to the employer's policies.

32.04

Each RECE employee is responsible for maintaining their registration with the College of Early Childhood Educators, and will be required to provide proof receipt of payment of registration/annual renewal fee to their Centre Supervisor, dated prior to the expiry date.

Any RECE employee who is suspended by the College of Early Childhood

Educators must immediately notify the employer in writing providing the reason for their suspension. The suspended RECE employee will be required to immediately notify the employer whenever the status of the investigation by the Collect of Early Childhood Educators changes.

In the event that an RECE employee is suspended by the Collect of Early Childhood Educators, the employee will be replaced on an unpaid leave of absence and she will be replaced by a temporary contract for the maximum of six (6) weeks.

A suspended RECE employee is required to immediately notify ICSG Management of the date that the suspension is lifted by the College of Early Childhood Educators and report to work the following date; documentation from the College of Early Childhood Educators confirming the lifting of the suspension must be provided to ICSG Management upon the RECE employee's return to work.

In the event that the suspension is not lifted and the reinstatement process exceeds a six (6) week period, it will be at the employer's discretion to extend the unpaid leave of absence up to a maximum of three (3) months. If the RECE employee is unable to be reinstated by the College of Early Childhood Educators within three (3) months from the day of suspension, the RECE employee will be terminated for cause.

The suspended RECE employee will not accrue seniority for the duration of the leave of absence.

- 32.05 Within 30 days of the date of ratification, each classroom team is entitled to use two (2) hours per month during regular working hours, free of classroom responsibility for programming time. Effective September 7, 2021, each classroom team is entitled to use three (3) hours per month during regular working hours, free of classroom responsibility for programming time. Effective September 7, 2022, each classroom team is entitled to use four (4) hours per month during regular working hours, free of classroom responsibility for programming time.

ARTICLE 33 - TERM OF AGREEMENT

Duration: Five (5) years [January 1, 2018 – December 31, 2022]

- 33.01 This agreement shall be binding and remain in effect from January 1, 2018 to December 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) days before the end of the Agreement.
- 33.02 Any changes deemed necessary in this agreement may be made in writing by

mutual agreement at any time during the existence of this agreement.

Dated this _____ day of _____, 2020 at the City of Toronto.

For the Union:

Sara Travaglini
Sara Travaglini (Nov 10, 2020 12:35 EST)

Marsha Duncan
Marsha Duncan (Nov 10, 2020 12:45 EST)

Seema Siddiqui
Seema Siddiqui (Nov 11, 2020 12:09 EST)

Derine Swaby
Derine Swaby (Nov 11, 2020 12:21 EST)

Andre Malcolm
Andre Malcolm (Nov 11, 2020 12:42 EST)

For the Employer:

J. Zaites SEPTEMBER 15 '2020

Steve Malcom SEPTEMBER 15 '2020

**SCHEDULE A
 SALARY SCALE**

	STEP 1	STEP 2
	ENTRY LEVEL	AFTER ONE YEAR
	Base Salary JUNE 17' 2019	Base Salary JUNE 17' 2019
ASSISTANT SUPERVISOR	\$25.24	\$25.88
LEAD TEACHER (RECE)	\$22.92	\$23.23
SECOND (RECE)	\$22.28	\$22.57
ASSISTANT TEACHER FULL TIME	\$19.98	\$20.27
ASSISTANT TEACHER PART TIME	\$19.98	\$20.27
COOK	\$20.64	\$20.93
KITCHEN FLOAT	\$19.98	\$20.27
SPLIT SHIFT SCHOOL AGE & FDK LEAD TEACHER (RECE)		\$25.61
SPLIT SHIFT SCHOOL AGE & FDK ASSISTANT TEACHER		\$22.66

**SCHEDULE A
 SALARY SCALE**

	STEP 1	STEP 2
	ENTRY LEVEL	AFTER ONE YEAR
	Base Salary SEPTEMBER 7' 2019	Base Salary SEPTEMBER 7' 2019
ASSISTANT SUPERVISOR	\$25.74	\$26.40
LEAD TEACHER (RECE)	\$23.38	\$23.69
SECOND (RECE)	\$22.72	\$23.03
ASSISTANT TEACHER FULL TIME	\$20.38	\$20.67
ASSISTANT TEACHER PART TIME	\$20.38	\$20.67
COOK	\$21.05	\$21.35
KITCHEN FLOAT	\$20.38	\$20.67
SPLIT SHIFT SCHOOL AGE & FDK LEAD TEACHER (RECE)		\$26.12
SPLIT SHIFT SCHOOL AGE & FDK ASSISTANT TEACHER		\$23.12

Wage Increase to Current Rates:

Effective September 7, 2020, a 2% wage increase

Effective September 7, 2021, a 2% wage increase

Effective September 7, 2022, a 2.25% wage increase

Increases to take effect on date of ratification and thereafter on the anniversary date of ratification.

Wage grid shall reflect: base wages, DOG/WEG, (No longer relevant due to discontinuance by the government) PE Adjustment, other wage supplements, and total wage as a dollar amount.

Eligible classifications of employees will receive W.E.G. and D.O.G. added to their base rates as long as the Wage Subsidy and Wage Improvement funding continues from the Ontario Government. In the event that funding for W.E.G./D.O.G. is discontinued or reduced by Toronto Children Services, the employer shall disclose how it arrives at the revised allocation of the W.E.G. and D.O.G. Amount of allocations to staff shall be at the sole discretion of the employer, and in accordance with the parameters of the government funding agencies. No longer relevant due to discontinuance by the government.

LETTER OF UNDERSTANDING #1 – Discipline Meetings

It is agreed that the employer will hold discipline meetings outside the regular hours of work (lunch time and after work) to accommodate wishes of employees who want to arrange to have a steward present for such meetings. Unavailability of a steward shall not cause any disciplinary notice or reprimand or discharge notice to be nullified or action taken in such meetings.

LETTER OF UNDERSTANDING #2

The employer will provide the union and all current employees with a copy of the ICSG Policies and Procedures, Job Description and Code of Conduct within one (1) month of the ratification of this contract. The content of these documents will be then recognized as the basis of any future discipline. Employees shall also be provided with any changes to DNA, TOC, Public Health or other governing agency regulations as they are implemented by the employer. The union will be entitled to inspect/review copies of the aforementioned changes on appointment at any of the facilities of the employer.

Right to have Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel, which the employee reasonably believes might be the basis for disciplinary action.

Where a supervisory or other employer's representative intends to interview an employee for disciplinary purposes, the supervisor or representative shall notify the employee of that fact sufficiently in advance of the interview, when possible, in order that the employee may arrange for her/his steward to attend the interview. Unavailability of a union steward will not nullify decisions or actions taken or extend the time for doing or taking any action or decision mandated or stipulated by the collective agreement.

Schedule " B "

Corrective Discipline Policy and Procedure
[will be attached to the hard copy of the agreement]

LETTER OF UNDERSTANDING #3 – Seniority Restoration

Employees on layoff who resigned their seniority in order to accept employment in a classification from which they were not laid off since Jan 1, 2013, will have 30 calendar days from the ratification date to request that their seniority will be reinstated. In the event that there is a dispute, the union and the employer will discuss whether the employee's circumstances meet the criteria for consideration as stated above.

LETTER OF UNDERSTANDING #4 - Rotating Shifts for Employees Working 9 Hours Shifts

For employees who work the "normal work day hours", scheduled between the hours of 7 am and 6 pm:

1. The Employer will identify rotating shifts pending compliance with legislative requirements conjunction with the needs of the facility and only if possible, will assign shifts per classroom; the employees in the respective classrooms will rotate on a weekly basis. The Employer will identify shifts and post in the staff room.
2. It is understood that the employer reserves the right to change shifts based on the safety of children and overall operational needs of the facility;
3. All employees have to adhere to their assigned shifts;
4. There is no guarantee that all classrooms will be eligible for shift rotations. FDK/SA employees will only be eligible for shift rotation during summer camp.
5. It is understood that in cases where one of the employees in the classroom is away for any reason or requires accommodations, the employees' shift (s) may be changed without notice for the duration of the absence and/or accommodation to ensure coverage or to meet ratios.
6. The employer will endeavour to provide employees with notice prior to switching shifts. However, it is understood that if the employer is unable to provide notice, the employees will be required to comply with employer's shift assignments;

The employer reserves the right to discontinue rotating shifts to comply with operational requirements of a facility.