

COLLECTIVE AGREEMENT

between

**FERNCLIFF DAY CARE
AND AFTER SCHOOL GROUP**
(hereinafter called the “Employer”)
Party of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2484-15**
(hereinafter called the “Union”)
Party of the Second Part

April 1, 2022 to March 31, 2025

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to,
- 3) To promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 4) To maintain a high standard of care of children and promoting their intellectual, physical, social and emotional development;
- 5) To encourage and promote co-operation and mutual support between day care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care;
- 6) To encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the exclusive function of the Employer to operate and manage its business in accordance with its commitments and responsibilities. Such rights will not be exercised in a manner that is arbitrary or discriminatory. The Union further recognizes that it is the exclusive function of the Employer, without limiting the generality of the foregoing to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, suspend, discipline, transfer, classify, promote or demote employees, layoff employees and assign employees to the various shifts and specify the job assignment;
- c) Determine the methods of operation and services, and the scheduling of work assignments;
- d) Establish reasonable rules from time to time to be observed by employees.

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- 2.02** It is agreed that the exercise of these rights which is considered contrary to the Collective Agreement by an employee may be the subject matter of a grievance.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes The Canadian Union of Public Employees and its Local 2484-15 as the sole and exclusive collective bargaining agent of all employees of Ferncliff Daycare and After School Group in Metropolitan Toronto, save and except, supervisors, persons above the rank of supervisor, the bookkeeper and casual/supply staff and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- 3.02**
- a) Full-time employees are employees who are employed for twenty-five (25) hours per week or more.
 - b) Part-time employees are employees who are employed for up to twenty-five (25) hours per week. Part-time employees shall not be eligible for paid holidays, or employer benefits as provided by Article 24.01a) of the collective agreement.
 - c) Temporary employees are employees hired for a fixed period of twelve (12) months or less, except in the case of replacing a member of the bargaining unit who is on extended parental leave, in which case they may be hired for a fixed period of up to eighteen (18) months. In order to qualify as a temporary employee, and individual must be hired to replace a member of the bargaining unit who is ill, on a leave of absence or on maternity or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefit coverage as set out in Article 24, Leaves of Absence, or under Article 22 (except Bereavement -22.04) Temporary Employees are members of the bargaining unit.
 - d) Casual/Supply employees are employees who are hired on a short-term basis of up to twelve (12) weeks to replace bargaining unit employees who are absent for short term leaves such as sick days, vacation, etc., casual/supply staff are not members of the bargaining unit.
 - e) Students are employees who are employed during the school year and who are in full-time attendance at a school during the academic year. Students are employed on a short term or occasional basis to replace bargaining unit staff who are absent due to short term leaves such as sick leave and vacation, or to augment the normal staffing levels for field trips. Students shall not have regular hours of work and shall not be covered by the terms of this Agreement.

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3.03 Work of the Bargaining Unit

Employees outside the bargaining unit in Article 3.01 shall not work on any jobs which are in the bargaining unit except for purposes of training and in emergency situations and where otherwise mutually agreed by the parties.

3.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Union and the Employer agree that neither shall discriminate in the employment of in the administration of this Collective Agreement in a manner which violates the Human Rights Code of Ontario. The Union and the Daycare agree that neither shall take any action against any employee (whether or not the employee is a Bargaining Unit Employee) that contravenes the Ontario Labour Relations Act.

4.02 The Employer agrees that it will adopt a policy containing a prohibition against personal harassment of employees by management, parents, coworkers, and Board members.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members

As a condition of employment, all employees of the Employer as defined in Article 3.02 a), b), and c) shall remain members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees who are members of the bargaining unit as defined in Article 3.02 a), b) and c) shall become and remain members in good standing of the Union upon hire.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked-off as defined above.

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6.02 Deductions

Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifth 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.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid for each Union member in the previous year.

6.04 The Union shall indemnify and save harmless the Employer and its agents/or employees acting on behalf of the Employer, from any claims, demands, action, or causes of acting arising out of or in any way connected with the collection or attempted collection, and/or account of such dues.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Article dealing with Union Security and Dues Check-Off.

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Union Steward.

A copy of any correspondence between the Employer, or their designate, and any employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Union Steward or their designate.

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ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

The Union will advise the Employer of the Union members of the Bargaining Team.

9.03 Function of the Bargaining Team

Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions may be referred by the Union Bargaining Team to the Employer for discussion and settlement.

9.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

9.05 Meeting of Team

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty-one (21) calendar days after the request has been given.

9.06 Time Off for Meetings

While meetings will normally be held outside of working hours any representative of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration.

9.07 Technical Information

Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and

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actuarial information pertaining to pension and welfare plans which are pertinent for collective bargaining purposes and which are in the possession of the Employer.

9.08 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, Union meetings on topics related to employment to be held on the Employer's premises during the employee's lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Centre.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

Any reports or recommendations of the Employer about to be made to the municipal, regional or provincial governments or their respective advisory committees dealing with matters of day care policy and/or conditions of employment which affect employees within this bargaining unit shall be communicated by the Employer to the Union Steward within a reasonable amount of time in order to afford the Union a reasonable opportunity to consider them and, if deemed necessary, or speaking to them before they are dealt with by the respective government body. Similarly, any submissions prepared by the Union shall be given to the Employer to allow time for mutual discussion if desired.

10.02 Copies of Resolutions

Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees to which the Employer has access which affect the member of this Union and /or general provisions of day care received by either party shall be maintained in an open file to which the employees have access.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

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11.02 Unit Stewards

There shall be one (1) Steward and one (1) alternate Steward for each unit or day care affected by this Collective Agreement. The Union shall notify the Employer in writing of the names of the Steward and the alternate.

11.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that they/them will not leave their duties under this Agreement. Therefore, no Steward shall leave their work without previously notifying their supervisor. Time for steward duties shall be granted within the next working day.

11.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

11.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to their Steward in writing. If the employees' Steward is absent they/them may submit their grievance to the alternate Steward. At each step of the grievance procedure the grievor shall have the right to be present. The written grievance at Step 1 shall be submitted within ten (10) working days of the date on which the grievance became known.

Step 2

Following Step 1 a meeting shall be arranged within ten (10) working days between the Employer and Union and the Union Steward, Union Representative and affected employee to discuss the grievance and potential for resolution and/or redress, with minutes taken and reviewed by both management and the union at the conclusion of the meeting. The Employer shall have ten (10) working days to provide a written response to the grievance meeting.

Step 3

In the event that the issues giving rise to the grievance are not resolved after Step 2, the Steward or Union Representative shall have the right to submit the grievance to Step 3 by presenting a copy of the grievance, in writing, to the Supervisor, within ten (10) working days, with a copy to the President of the Board of Directors. The Supervisor shall have five (5) working days to provide a written response to the grievance.

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Step 4

Within ten (10) working days of receiving the Step-3 response, the Steward will submit a written statement of the particulars of the grievance and the redress sought to the Board which shall render its decision following its next regular meeting or within thirty (30) calendar days, whichever first occurs. Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.

11.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 2 of this Article may be bypassed.

11.07 Union May Institute Grievances

The Union shall have the right to initiate the grievance procedure on behalf of any Union member or group of union members and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

11.08 Grievance on Health and Safety

An employee or a group of employees who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

11.09 Replies in Writing

Replies to grievance stating reasons shall be in writing at all stages.

11.10 Facilities for Grievances

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

11.11 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 12 - ARBITRATION**12.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by email or registered mail addressed to the other party of the Agreement, indicating the name of its nominee to an arbitration board. Within ten (10) working days thereafter, the other party shall answer by email or registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select an impartial chairperson.

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12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the chairperson is appointed.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five working (5) days.

12.06 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints;
- 2) One-half (½) of the fees and expenses of the chairperson.

12.07 Amending of Time Limits

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

12.08 Single Arbitrator

A single Arbitrator may be requested by either the Employer or the Union and will be subject to mutual agreement. In the event of a dispute this will be the preferred method of dispute resolution. In this case the party electing arbitration shall submit the names of at least one (1) or more arbitrators to the other party in the letter proceeding to arbitration. If the parties are not able to agree on the choice of an arbitrator after twenty (20) days the Minister of Labour upon the request of either party shall make the appointment.

The single mediation/arbitrator shall have the same powers as the Board.

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12.09 Where the parties mutually agree, a Mediator may be engaged to attempt to find a resolution to the dispute prior to an Arbitration hearing. In this case, the Party electing Mediation shall submit the names of at least one (1) or more Mediators to the other Party in the letter preceding Arbitration. The fees and expenses of the Mediator will be shared equally by the Parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Principle of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed their probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.

13.02 Discipline Procedure

The Employer agrees to follow and utilize its Progressive Discipline Policy, which shall not contravene the process set out below.

The Employer shall only discipline an employee for just cause. The employee shall be notified in writing of the action and/or penalty. If the employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Union Steward.

The Employer will first present the verbal warning with a written record to the employee. If challenged by the employee, the Employer shall give written particulars of such censure to the Union Steward within ten (10) working days.

The Employer shall notify an employee in writing of any further expression of dissatisfaction which may be detrimental to an employee's advancement or standing with the Employer, whether it relates to their work within twenty (20) working days of the event of the complaint.

A copy shall be forwarded to the Shop Steward at the daycare. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. An employee's reply, if any, shall be made within seven (7) working days of receipt of the report.

If an incident involves the physical or mental abuse of a child, the Employer may apply disciplinary action by bypassing steps in the progressive discipline process, as laid out in the Collective Agreement and Progressive Discipline Policy.

The record of an employee shall not be used against them at any time after fifteen (15) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

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13.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

13.04 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with representative(s) of the Employer which the employee believes might be the basis of disciplinary action. Where a supervisor or other Employer 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, in order that the employee may arrange for their Steward to attend the interview.

13.05 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel file in the presence of their supervisor provided that reasonable notice has been given to the supervisor, and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record.

13.06 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

13.07 In order to carry out the discipline procedure and that employees are clear regarding to whom they report, the employer will notify the Stewards, in writing, of the names of their agents, who are authorized to issue discipline and to whom members must report. There will be no more than two authorized agents at any one time.

ARTICLE 14 - SENIORITY**14.01 Seniority Defined (Type of Seniority Unit)**

Seniority is defined as the length of service in the employ of the Employer and shall be used as set out in other provisions of this Agreement.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Day Care Centre in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of three (3) months from the most recent date of hiring. After three (3) months the Employer shall review the work performance of the employee and submit the evaluation to the employee. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall not be entitled to grieve their discharge from

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employment. After a period of three (3) months they will be entitled to Health Benefits as laid out under Article 24.01 - 24.03. After completion of the probationary period, the employee shall receive full rights and benefits under the collective agreement and seniority shall be effective from the original date of employment.

If at the time of hire a new employee doesn't have a criminal check done yet, the Parties agree that said employee will not ever be left alone with the children

14.04 Loss of Seniority

Seniority shall be considered terminated and an employee shall be deemed to have quit they/them employment if they/them:

- a) Voluntarily leaves the employment of the Employer;
- b) Is discharged for just cause;
- c) Is absent from work for more than three (3) working days without prior notification to the Employer;
- d) Fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to his last listed address with the Employer;
- e) Fails to return to work upon conclusion of a leave of absence unless their failure to return is for reasonable cause;
- f) Fails to take a medical examination as may be required by legislation;
- g) Is not recalled to work within a twenty-four (24) month period after their layoff.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created which the Employer wishes to fill inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position. An employee's application must be submitted within three (3) working days after the closing of the job posting.

Vacancies shall be filled within one (1) month of posting if filled internally, and within three (3) months if filled externally. The Employer will notify the Union if additional time is required to fill the position.

15.02 Information in Postings

Such notice shall contain the following information:

- Nature of the position
- Required qualifications

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- Required knowledge, education and skills
- Shift
- Salary rate or range

Such qualifications may not be established in an arbitrary or discriminatory manner. Should the qualifications, skills, knowledge and /or education of a job change from the last posting for that vacancy the Employer will notify the Union of such change. All Job Postings shall state "This position is open to candidates from all equity-seeking groups".

15.03 Union Preference

Outside applications for any advertised vacancy shall not be considered until such time as applications of present union members at the Day Care Centre have been fully processed in accordance with this Article.

15.04 Role of Seniority in Promotions and Transfers

Both parties recognize the principle of promotion with the service of the Employer. Therefore, all positions and vacancies shall be offered to the senior applicant from the bargaining unit who can demonstrate that they have the skills, ability and knowledge to perform the work.

15.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They/them shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. Such trial period may be extended upon the mutual agreement of the Employer and the employee. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification they/them shall be returned to their former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

15.06 Notification to Employee and Union

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

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ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the normal hours of work of any bargaining unit employee or a reduction in the workforce, where such reduction goes beyond a "Short-Term Layoff" (See Article 16.02).

16.02 Short-Term Layoff Defined

Where possible the Employer will keep Short-Term Layoffs (a layoff of two weeks or less) to a minimum, and shall provide notice within 48 hours of such a decision being made, or pay in lieu of notice

16.03 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, senior qualified employees shall be given the first option of accepting a layoff.

Where senior employees do not accept layoff, Employees shall be laid off in the reverse order of their seniority always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Child Care Early Years Act.

16.04 Recall Procedures

Employees shall be recalled in order of their seniority.

16.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.06 Advance Notice of Layoff

Unless legislation is more favorable to the employee, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

16.07 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

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16.08 Ceasing of Operations

In the event that the employer ceases operations entirely, a permanent employee shall be given notice in accordance with the Employment Standards Act R.S.O 1980, as amended.

In addition, the day-care will provide each permanent employee with one (1) week's pay, excluding all government grants, for every year of service up to a maximum of eight weeks.

ARTICLE 17 - HOURS OF WORK

17.01 Regular Weekly Hours

The regular weekly hours shall be thirty-five (35) hours per week.

17.02 Lunch Break

There shall be a one (1) hour unpaid lunch break every working day.

17.03 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.

A staffing model and working schedule shall be posted in each staff room. If the Employer contemplates a change to the schedule they will meet with the employee to discuss any potential concerns related to the change. Should the change be deemed necessary the affected employee will be given a minimum of two (2) months' notice in advance of the proposed date of change.

Notice of shift change will be provided in writing or by email to the affected employee.

Notwithstanding Article 17.03, the parties agree that during the term of the Collective Agreement, in the event the Employer can establish that a two (2) months' notice is not feasible as a result of legitimate operational requirements, the Employer may provide less than two (2) months' notice, with the understanding that the notice will never be less than two (2) weeks' notice. The reason for the decreased notice will be provided to the Union, in advance.

For clarify, this notice applies only to changes in the staffing model and working schedule, and does not include notice to be given for a layoff.

17.04 Paid Rest Periods

All employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in an area made available by the Employer. If mutually agreed to between the parties, the two rest periods shall be combined.

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17.05 When split shifts are assigned, they shall be on the basis of seniority if the employees cannot agree among themselves in the assignment of split shifts.

17.06 Meals for Staff at Staff Meetings

The Employer will provide employees with a meal at all staff meetings occurring after 6:00 pm. Meals will reflect the dietary and health needs of the staff and shall provide some diversity. Staff with special dietary and health needs shall make these known to the Supervisor at the beginning of their period of employment or when a significant change in these needs occurs.

17.07 During field trips ECE's shall make best efforts to take their lunches and breaks. Where lunch or breaks have been missed they will be scheduled after return to the centre. If lunch or breaks cannot be rescheduled upon return to the centre documentation for rationale shall be provided and time will be added to the employee's lieu time at straight time lost for future use.

17.08 In the event that a full-time employee requests a reduction in hours for a period of not less than three (3) months and not more than twelve (12) months, the hours which this full-time employee is not working will be offered to bargaining unit employees in order of greatest seniority, with the understanding that such employees will need to have the skills and qualifications to perform the work.

Benefits, sick leave, vacation provided will be equivalent to one full-time position. Vacation and sick time will be pro-rated based on the number of hours worked for each employee. For the application benefits under Article 24.01, the employees, Employer and Union shall agree to the distribution prior to any change in hours.

It is recognized that there may be times where hours may be changed to address accommodation requests by employees. It is agreed and understood that the procedure set out above will not be used, unless the parties agree.

17.09 The Employer shall endeavor to keep meetings which occur after the Centre closes to (ending) no later than 8:30 p.m. In the event that which a meeting goes beyond 8:30 p.m. employees have the right to excuse themselves for the night.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked in excess of thirty-five (35) hours per week or seven (7) hours per day shall be considered overtime.

18.02 Overtime Rate

Overtime work shall be paid for at the rate of time and one-half (1½).

SEE LETTER OF UNDERSTANDING RE: STAFF MEETINGS

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18.03 Minimum Overtime

The Employer shall keep overtime to a minimum. No employee shall be required to work overtime against their wishes when other employees are available to perform the required work. The attached Overtime policy will be implemented whenever possible.

Where Employees are asked to attend meetings of interest to parents and staff of the centre, they shall be given lieu time for any time spent in attending such meetings.

18.04 Time Off in Lieu of Overtime

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate (i.e. time and one-half), up to a maximum of 75 hours in any given calendar year; at a time mutually agreed upon with the Employer.

18.05 Late Pickup

Two employees are required to stay after normal working hours with late children. In instances of late pick-up, employees shall be compensated to each quarter hour, regardless of the actual arrival time of the parent. (example: parent arrives at 6:02, staff get paid to 6:15, or parent arrives at 6:14, staff get paid to 6:15; parent arrives at 6:16, staff get paid to 6:30 pm). The staff in the room of the child whose pick-up is late shall be responsible for finding another co-worker to remain at the centre until the child is picked up. Payment shall be included in the next pay period and shall be itemized separately.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

19.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, one other day, at the discretion of the Employer, shall be deemed to be the holiday for the purpose of this Agreement.

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19.03 Day Care Closure: December-January Holidays

Ferncliff Daycare will remain closed on Christmas Eve in accordance with the Toronto District School Board Elementary Calendar closure dates. Employees will receive full wages and benefits during the closure of daycare for Christmas and New Years Holidays.

ARTICLE 20 - VACATIONS**20.01 Length of Vacation**

- a) An employee shall be entitled to vacation with pay in accordance with years of service as follows:
- | | | |
|------------------|---|-----------------|
| After one year | - | 15 working days |
| After five years | - | 20 working days |
| After ten years | - | 25 working days |
- b) After 15 years of service, staff will receive an extra paid vacation day. The Daycare will informally recognize staff at the Annual General Meeting each year.

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on or is observed during an employee's vacation period, they/them shall be allowed an additional vacation day with pay immediately following the vacation period.

20.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.

20.04 Preference in Vacations

Employees shall submit their request on or before March 1st, for the for the vacation period from May 1st to October 31st and by September 1st for the vacation period from November 1st to April 30th. Where two (2) or more employees request the same vacation dates, seniority shall govern.

20.05 Vacation Schedules

Vacation schedules will be posted by April 1st showing approved time for the vacation period of May 1st to October 31st and posted by October 1st for the vacation period of November 1st to April 30th.

In addition to the posted schedule, each employee shall be provided notice of approved vacation time in writing or by email.

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20.06 Employees shall be permitted to take a maximum of three (3) consecutive weeks' vacation.

20.07 *Approved Leave of Absence During Vacation*

Where an employee with a medical certificate qualifies for sick leave, bereavement or any other approved leave during their 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.

20.08 *Maximum Annual Carry Over of Vacation*

No employee shall carry over more than ten (10) days' vacation from any previous year without the consent of the Employer.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 *Sick Leave Defined*

Sick leave means the period of time an employee is absent from work due to illness or injury, or seeking medical, dental or paramedical attention. Employees who need to pre-book appointments will give the Supervisor at least three (3) working days' notice.

21.02 *Amount of Paid Sick Leave*

Each full-time employee shall be credited with eighteen (18) days sick leave credit in January of each year. Each part-time employee shall be credited with twelve (12) sick days in January of each year.

In the first year of employment upon completion of three (3) months employment the employee will be credited sick leave in accordance with the number of months remaining in the year in which the employee was hired (for example - an employee who completes three (3) months in July shall be credited with nine (9) sick days for that year).

21.03 *Accumulation of Sick Leave*

Employees may carryover unused sick time up to a maximum of 120 days. Draw down of banked sick time can be used only as defined in Article 21.01 as amended (dental, medical or paramedical).

Unused credited sick days carry no monetary value upon cessation of employment for any reason.

21.04 *Illness in the Family*

Where no other than the employee can provide for the needs during illness of a member of their immediate family (parent, child, husband, wife or common law spouse) an employee shall be entitled, after notifying their supervisor, to use sick leave days for this purpose to a

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maximum of three (3) consecutive day per incident. The Board may consider requests for exceptional cases in the illness of others than those mentioned above.

21.05 *Proof of Illness*

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days in a seven (7) calendar day period, certifying that they/them was unable to carry out their duties due to illness. This will apply to unpaid and paid sick leave.

In the event the Employer asks for such a certificate to be provided, the Employer will pay the full cost of the certificate.

21.06 *Sick Leave during Layoff*

When an employee is laid off in excess of two (2) months on account of lack of work, they/them shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

21.07 *Sick Leave Records*

In January of each year the Employer will advise each employee in writing of the amount of unused sick leave credited to the employee.

21.08 *Workers' Compensation Plan*

The Employer agrees to participate in the Workers' Compensation Plan and to cover all employees under the Plan. When an employee is on Workers Compensation Leave, the employee shall retain their seniority up to and including two (2) years of absence. On their return, the employee shall be placed in at least their former position. If the former position no longer exists, they shall be placed in a position of equal value rank and at The same rate of pay.

21.09 *Benefits Coverage during Disability*

During 1st year of a disability claim period - including the 119 day waiting period for LTD eligibility, an employee who prior to becoming disabled was also insured for Health and Dental coverage Health and Dental premiums will continue to be paid.

21.10 *Personal Days*

Employees shall be provided with five (5) personal days which shall be deducted from their annual sick leave. Such days shall be booked in advance where possible and cannot be used as defined in Article 21.01.

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ARTICLE 22 - LEAVE OF ABSENCE

22.01 *Negotiating Pay Provisions*

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This clause shall apply for a maximum of two (2) people. It is understood that negotiations will normally take place after hours.

22.02 *Grievance and Arbitration Pay Provisions*

The aggrieved employee and the Shop Steward of the Union shall not suffer any loss of pay or benefits for the total time reasonably spent in the processing of a grievance up to arbitration.

22.03 *Leave of Absence for Union Functions*

Upon two (2) weeks written notice to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay but with benefits. Such leave shall be limited to a total of twenty (20) working days per calendar year.

22.04 *Leave of Absence for Full-time Union or Public Duties*

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay, but with an interruption of seniority during their term(s) of office.
- (c) An employee who is elected for a full-time position with the Union shall be granted leave of absence without pay, but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office. The Employer will not be responsible for paying the cost of benefits. The employee may continue benefits at their cost.

An employee who is selected for a full-time position with the Union shall be granted leave of absence without pay, but with no loss of seniority for a period up to two (2) years. Such leave may be renewed each year. The Employer will not be responsible for paying the cost of benefits. The employee may continue benefits at their cost.

22.05 *Paid Bereavement Leave*

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, same-sex partner, common-law-spouse, brother, sister, child, mother-in-law, father-in-law, same sex partners, parents, grandparent, grandchild. An employee shall be granted one (1) regular scheduled day leave without loss of pay or benefits, in the case of death of a brother-in-law, sister-in-law and grandparent-in-law, equivalent same sex partners, family member.

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One additional day shall be granted when the death/funeral takes place outside of the Province of Ontario.

22.06 *Maternity, Parental and Adoption Leave*

The Employer shall grant pregnancy, parental and adoption leave in accordance with the provisions of the Employment Standards Act 2000.

22.07 The employee shall advise the Employer at least one (1) month in advance of the start of the anticipated leave. Maternity/parental and adoption leave shall cover a period up to one year (1) before and/or after the birth or adoption of a child. During this period, full seniority shall accumulate and the Employer shall pay premiums for all applicable benefits for the duration of the leave.

The Employer will participate in the Canada Employment and Immigration Commission Supplementary Unemployment Benefit (SUB) Plan for a maximum period of fifteen (15) weeks. The combined weekly total of the unemployment insurance and the (SUB) payments will equal seventy-five percent (75%) of the employee's base weekly earnings, excluding all government grants.

22.08 When an employee decides to return to work, after parental leave, they shall provide the Employer with at least one (1) months' notice. On return from parental leave, the employee shall be placed at least in her their former position. If the former position no longer exists, she they shall be placed in a position of equal rank and value at the same rate of pay.

22.09 *Special Leave*

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Annual Leave of Absence</u>
Moving one's household	One (1) day
Religious/spiritual observance	Two (2) days

22.10 *Leave of Diseases and Conditions Harmful to Pregnancy*

A pregnant employee shall receive an immediate leave of absence in the event that a known or suspected case of German measles or any other disease or condition which would be harmful to pregnancy occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a period of one (1) week.

22.11 *Jury of Court Service*

If an employee is reasonably absent from work in order to attend at court on a jury selection notice, serve on a jury or to appear under summons as a witness in a legal proceeding related to the operation of the Daycare, the Employer will continue the employee's regular wages

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during the period that the employee is reasonably away from work for a period of up to two (2) weeks.

22.12 *Approved Leaves*

(a) Personal Leave of Absence

Employees shall be allowed up to (1) year of personal leave. Employees will provide the Employer with at least one (1) months written notice, where possible, of the requested start date for the leave of absence. Employees shall provide the Employer with one (1) month's written notice of their return date.

Employee will continue to accumulate seniority while on personal leaves of absence. Personal leaves are without pay, but employees will continue to receive benefit coverage for a period of four (4) months, after which the employee may continue the period of coverage by paying the relevant premiums for the remainder of the leave.

Employees will also be entitled to unpaid leaves in accordance with the Employment Standards Act.

(b) Educational Leave

Employees will be allowed an Educational leave of up to two (2) years at an accredited educational facility with at least two (2) months' notice of their return date. The Employee will be required to provide the Employer with proof of enrolment and proof of successful completion of the educational program. Approval of the educational leave is required from the Supervisor and is subject to the operational needs of the Daycare. Employees will provide the Employer with at least two (2) months written notice, where possible, of the requested start date for this leave.

Employees will continue to accumulate seniority while on this leave but will not receive pay or benefits. However, the employee will be offered the option of continuing the benefits at their own cost.

(c) Compassionate Leave

Employees shall be allowed up to (1) year of compassionate leave. Employees will provide the Employer with at least one (1) months written notice, where possible, of the requested start date for the leave of absence. Employees shall provide the Employer with one (1) month's written notice of their return date.

Employees will continue to accumulate seniority while on compassionate leaves of absence. Compassionate leaves are without pay, but employees will continue to receive benefit coverage for a period of four (4) months, after which the employee may continue the period of coverage by paying the relevant premiums for the remainder of the leave.

Employees will also be entitled to leaves in accordance with the Employment Standards Act.

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(d) Employees shall be entitled to a professional developmental leave of absence above and beyond their current position to fulfill a different role within Ferncliff Daycare. Such leave will be a maximum of one year, and without loss of seniority.

22.13 ***Domestic Violence***

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is the survivor of an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission with pay not to exceed two (2) months.

22.14 ***Leaves Available under the Employment Standards Act***

Employees will also be eligible for leaves of absence under the Employment Standards Act, 2000, including, as may be amended from time to time:

- 49.1 Family Medical Leave
- 49.2 Organ Donor Leave
- 49.3 Family Caregiver Leave
- 49.4 Critically Ill Child Care Leave
- 49.5 Crime-related Child Death Disappearance Leave
- 50.1 Emergency Leave, Declared Emergencies
- 50.2 Reservist Leave

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 ***Pay Days***

The Employer shall pay salaries every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary, hours, overtime and other supplementary pay and deductions. Employees shall receive their pay by way of direct deposit. If the employer elects by cheque it will be by noon on the regularly scheduled payroll cycle.

An itemized statement of each employee's lieu time will also be provided.

23.02 ***Programming Time***

a) All employees shall receive programming time as part of their regularly scheduled hours of work. Preschool programs will have a minimum of four (4) hours of programming time per week. JK/SK and School-Age programs will have a minimum of three (3) hours of programming time per week. During weeks where JK/SK and School-Age programs run full-day programs for the full week (i.e. summer months, March Break, and December/January break,) these programs will receive four (4) hours of programming time per week. The

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additional paid hour must be taken outside of the employee's work schedule. This time can be used to do research, prepare and develop program plans, or to complete other work related to employees' job duties. Programming time will be scheduled in not less than one (1) hour blocks. Programming time does not include toy washing or preparation time.

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

c) To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectations of the Child Care and Early Year Act, as well as other work-related documentation, the Employer will provide enough computers to allow those scheduled for programming at the same time to access the computer, as well as a functioning computer. Employees will have the option of using their own computer/tablet to complete their programming. The Employer agrees to ensure wi-fi access for the Employer-provided computers.

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

e) Employees who act as supervising teachers to placement students shall receive two (2) hours of program time over the course of each placement to be used to prepare evaluations, assessments and to meet with the student teacher.

23.03 *Rate of Pay on Promotion or Reclassification*

An employee assigned, promoted, or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time they/them performs that job.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

23.04 *Pay on Transfer - Lower Rated Job*

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

23.05 *Child Care Allowance*

The Employer shall reimburse, up to a limit of fifteen (\$15.00) per hour, an employee who is a single parent of a young child or children or where the other spouse is unable to attend to the child, for the cost of substitute care when an employee works overtime.

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23.06 Professional Development

An employee shall be entitled to up to four (4) paid day leave of absence per year for professional development subject to the Employer's prior approval. The Employer shall pay all reasonable costs of attending workshops, conferences, etc., provided only, that such expenditure receive the approval of the Board prior to incurring the expenses.

Upon successful completion of courses leading to an ECE diploma or degree, the day-care shall reimburse the employee for the cost of the course to a maximum of five hundred dollars (\$500.00) per year.

Professional development days taken during the summer closure will be in addition to the four (4) days noted above.

23.07 Job Description

Current job descriptions shall be recognized. The employer agrees to draw up job descriptions for new positions for which the Union is the bargaining agent. These descriptions shall be presented and mutually agreed upon with the Union and shall become the recognized job descriptions.

23.08 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without consulting the union.

23.09 Employee Child Care Benefit

The Centre will make available \$6000.00 per year (based on \$500.00 per month) to be used for a reduction in the cost of employees who have children enrolled in the centre. In the event there is more than one employee with a child or children enrolled in the centre, a monthly amount will be calculated proportionately, based on the amount each employee is paying for child care. This calculation will be done quarterly.

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

24.01 Hospital and Medical Insurance

a) The Employer shall pay the full premium cost, for all full-time employees who have completed their probationary period, covered by this Agreement of the' benefits plan, attached as Schedule "C" which included life insurance, ADD & D, Long Term Disability, Extended health/drug Plan, and dental,

In any event, upon agreement of the parties, the Employer may make minor changes to the Plan and/or carrier.

b) In lieu of benefits, the Employer shall provide part-time employees who have completed their probationary period with a healthcare spending account of \$500 per employee per year.

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Employees will be required to submit receipts to the insurance provider as required to receive reimbursement.

24.02 **Multi-Sector Pension Plan**

In this Article, the terms used shall have the meaning as described:

a) "Plan" means the Multi-Sector Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday
- ii) holiday pay, for the hours not worked
- iii) vacation pay
- iv) paid sick leave
- v) bereavement leave
- vi) jury duty
- vii) negotiations and grievance meetings

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means all employees in the bargaining unit to have completed five hundred (500) hours of service.

b) Effective January 1, 2006, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to one percent (1%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five percent (5%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the employees pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if any error is discovered.

c) The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirements to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligations to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article .05 of the agreement are:

- i) to be provided once only at Plan commencement:
- Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) to be provided with each remittance:
- Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.
- iii) to be provided once, and if status changes:
- Full address as provided to the Employer by the employee
 - Termination date when applicable (MMDDYY)
- iv) to be provided once if they are readily available:
- Gender
 - Marital Status

Any additional information requests, beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

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ARTICLE 25 - HEALTH AND SAFETY

25.01 *Cooperation on Safety*

The Union and the Employer shall cooperate in establishing rules and practices, which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

25.02 *Right to Refuse and no Disciplinary Action*

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe that it would be unsafe or unhealthy for herself/himself, an unborn child, children in care, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

25.03 *Right to Monitor and Inspect*

A Union Day Care Centre Representative shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours.

25.04 *Injury Pay Provisions*

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without reduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

25.05 *Transportation of Accident Victims*

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.

25.06 *Health and Safety Grievance*

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 2 of the grievance procedure may be bypassed.

ARTICLE 26 - JOB SECURITY

26.01 *Restrictions on Contracting-Out*

The Employer agrees that it will not contract out work to anyone, including workfare participants. The Employer may engage in catering services to cover the cook's absences or to cover the period during the hiring process when the cook's position becomes vacant.

26.02 All current ECE positions when vacated will be posted as ECE positions.

ARTICLE 27 - CHILD/ADULT RATIO

27.01 The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio shall not exceed the minimum established by the Child Care Early Years Act, Revised Statutes of Ontario, 1980, Chapter 111, as amended from time to time.

ARTICLE 28 - COLLEGE OF EARLY CHILDHOOD EDUCATORS

28.01 *College of ECE License*

a) Should an employee be denied a license or be suspended by the College of ECE, for a period of up to one (1) year the employee shall be placed on lay-off or a leave of absence, at the employees' discretion, and the employee's position will be posted and filled as a temporary contract. If the employee is reinstated by the College during that one (1) year period, the employee shall be returned to their former position, or equivalent, upon such reinstatement.

The Employer recognizes the value and importance of the designation of "Registered Early Childhood Educator" and respects the Code of Ethics, Standards and/or Guidelines for conduct established by the College of Early Childhood Educators. In that regard, the Employer will not require any RECE to act in contravention of the College's Code of Ethics and Standards of Practice.

b) The Employer shall compensate active full time employees who are registered ECE for one hundred percent (100%) cost of the annual license with the College of ECE. This compensation will be available to employees who have completed their probationary period. Employees shall provide proof of payment and registration to the Supervisor. If the employee is on leave when their renewal is due, the centre will reimburse the employee once they commence work at the centre.

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ARTICLE 29 - GENERAL CONDITIONS

29.01 *Bulletin Boards*

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.02 *Letter of Reference*

On termination of employment for any reason, the Employer shall provide a letter of reference on request only if the Employee:

- Is not in contravention of the code of ethics by the College of Early Childhood Educators; and
- The Employee must be in good standing with the College of Early Childhood Educators.

29.03 *Transfer of Employees*

If it is necessary for an employee to be transferred to work with a different group of children this shall not be done in an arbitrary or discriminating way. If the Employer contemplates a transfer they will meet with the Employee to discuss any potential concerns related to the transfer. Should the transfer occur the affected employee will be given a minimum of two (2) months' notice of the transfer.

29.04 *Summer Closure*

If the Employer chooses to close the centre for less than 2 weeks during the summer, staff may choose to use vacation or lieu time, where the employee has such time or unpaid leave. Employees may also choose to complete professional development activities offsite during the closure period, in which case the approval as set out in 23.06 will apply.

Employees may schedule their regular vacation time around this summer closure. Where this occurs, the period of summer closure shall not be included in the limit of vacation time outlined in Article 20.06.

ARTICLE 30 - GENERAL

30.01 *Plural or Feminine Terms May Apply*

Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

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ARTICLE 31 - TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2025.

31.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made in writing by mutual agreement at any time during the existence of this Agreement.

6/13/2023

SIGNED at TORONTO this ____, day of ____ 2023

FERNCLIFF DAYCARE
AFTER SCHOOL GROUP

THE CANADIAN UNION OF
PUBLIC EMPLOYEES and its LOCAL 2484-15

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Dayna Drago
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WAGE GRID*Ferncliff Daycare and Afterschool Group 2022-2024 Wage Grid**Effective January 1, 2023*

Assistant Supervisor	2021	2022 P/E	2022 2%	2023 P/E	2023 5% + \$2.50	2024 3%
Start	\$ 32.69	\$ 0.36	\$ 33.71	\$ -	38.02	\$ 39.16
Year 2	\$ 33.51	\$ 0.36	\$ 34.55	\$ -	38.90	\$ 40.07
Year 3	\$ 34.33	\$ 0.36	\$ 35.38	\$ -	39.77	\$ 40.96
Year 4	\$ 34.89	\$ 0.36	\$ 35.96	\$ -	40.38	\$ 41.59

Registered Early Childhood Educator (formerly) Full-Time RECE Teachers	2021	2022 P/E	2022 2%	2023 P/E	2023 5% + \$2.50	2024 3%
Start	\$ 27.08	\$ 0.36	\$ 27.99	\$ 0.37	\$ 32.40	\$ 33.37
Step 2	\$ 28.35	\$ 0.36	\$ 29.28	\$ 0.37	\$ 33.76	\$ 34.77
Step 3	\$ 29.59	\$ 0.36	\$ 30.55	\$ 0.37	\$ 35.09	\$ 36.14
Step 4	\$ 31.66	\$ 0.36	\$ 32.66	\$ 0.37	\$ 37.31	\$ 38.43

Classroom Assistant/Float	2021	2022 P/E	2022 2%	2023 P/E	2023 5% + \$2.50	2024 3%
Start	\$ 17.03	\$ 0.36	\$ 17.74	\$ 0.37	\$ 21.64	\$ 22.29
Year 2	\$ 17.77	\$ 0.36	\$ 18.49	\$ 0.37	\$ 22.43	\$ 23.10
Year 3	\$ 18.33	\$ 0.36	\$ 19.06	\$ 0.37	\$ 23.03	\$ 23.72
Year 4	\$ 19.22	\$ 0.36	\$ 19.97	\$ 0.37	\$ 23.98	\$ 24.70

Temporary ECA	2021	2022 P/E	2022 2%	2023 P/E	2023 5% + \$2.50	2024 3%
Start	\$ 29.11	\$ 0.36	\$ 30.06	\$ 0.37	\$ 34.58	\$ 35.62
Year 2	\$ 29.81	\$ 0.36	\$ 30.77	\$ 0.37	\$ 35.22	\$ 36.28

Part Time/Supply RECE Teachers (every 2nd yr)	2021	2022 P/E	2022 (No increase)
Start	\$ 26.02	\$ -	\$ 26.02
Step 2	\$ 27.29	\$ -	\$ 27.29
Step 3	\$ 28.53	\$ -	\$ 28.53
Step 4	\$ 30.60	\$ -	\$ 30.60

Cook	2021	2022 P/E	2022 2%	2023 P/E	2023 5% + \$2.50	2024 3%
Start	\$ 22.19	\$ 0.36	\$ 23.00	\$ 0.37	\$ 27.16	\$ 27.98
Step 2	\$ 22.90	\$ 0.36	\$ 23.73	\$ 0.37	\$ 27.93	\$ 28.77
Step 3	\$ 23.60	\$ 0.36	\$ 24.44	\$ 0.37	\$ 28.68	\$ 29.54
Step 4	\$ 24.33	\$ 0.36	\$ 25.18	\$ 0.37	\$ 29.45	\$ 30.33

Notes:

- 1) The 2022 wages do not reflect the \$2.50 wage grant, which has been integrated into the base salary for all classifications starting in 2023.
- 2) Effective January 1st, 2023, this wage grid will be consolidated into the 'Full-time RECE Teachers' grid, which will be renamed as 'Registered Early Childhood Educator'. As a result, the 'Part-time/Supply RECE Teachers' grid will be eliminated and will no longer be utilized.
- 3) Ferncliff has not filled 'Classroom Assistant/Float' classification since the signing of the previous CA and does not intend to fill it in the foreseeable future. However, this classification will remain on the wage grid for Pay Equity purposes.
- 4) The 2024 wage increase does not include a pay equity adjustment. The adjustment will be determined by the end of 2023 and added to the base wage for 2023 before the 2024 increase is applied.

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SCHEDULE “B”

Staff Vacancy Procedures:

1. In the event that work/hours become available for any reason, employees who normally work in the program will be offered the work/hours, up to but not exceeding, seven (7) hours per day, in order of greatest seniority (i.e. each employee bumps to the next position).
2. The Executive Director, or Assistant Director will advise the employee as to the shifts for the day.
3. There is no overtime on any shifts unless there is no employee to fill any part of the shift. Overtime will be allocated and compensated in accordance with the Collective Agreement.

SCHEDULE “C”

1. *Hospital and Medical Insurance*

The Employer shall pay the premium cost of the following plans for all employees who have completed their probationary period covered by this Agreement.

- a)
 - (i) Life Insurance equivalent to 100% of basic annual earnings
 - (ii) AD & D equivalent to 100% of basic annual earnings
 - (iii) Dependent - Spouse \$10,000- Child \$ 5,000

b) *Long Term Disability*

LTD insurance equivalent to 66.67 of basic monthly earnings to a maximum of \$4,500.

After 4 months elimination period of total disability.

c) *An Extended Health Plan including Drug Plan*

2. The Employer shall pay one hundred percent (100%) of the premium cost for a basic dental plan for all employees who have completed their probationary period.

The Employer shall pay one hundred percent (100%) of the premium cost under Sun Life for all employees who have completed their probationary period.

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LETTER OF UNDERSTANDING #1

RE: SCHEDULE A

between

**FERNCLIFF DAY CARE
AND AFTER SCHOOL GROUP**
(hereinafter called the "Employer")
Party of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2484-15**
(hereinafter called the "Union")
Party of the Second Part

The Employer endeavours to hire only RECE staff to work as permanent program staff. Should they be unable to find RECE staff, they shall, where the CCEYA allows, hire a Temporary ECA, for up to six months, to allow for recruitment.

6/13/2023

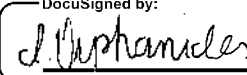
SIGNED at TORONTO this ____ day of ____ 2023

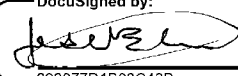
**FERNCLIFF DAYCARE
AFTER SCHOOL GROUP**

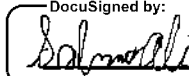
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PUBLIC EMPLOYEES and its LOCAL 2484-15**

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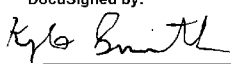
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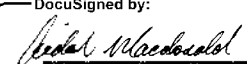
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LETTER OF UNDERSTANDING #2:

RE: GRANTS AND SUBSIDIES

between

**FERNCLIFF DAY CARE
AND AFTER SCHOOL GROUP**
(hereinafter called the "Employer")
Party of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2484-15**
(hereinafter called the "Union")
Party of the Second Part

The employer agrees that it will distribute all new and different grant subsidy money/funding that is specifically determined for staff salaries and will be allocated equitably. Subject only to the guidelines or restrictions set forth by the Granting Agency, and as negotiated with the Union in situations in which no guidelines or restrictions are provided.

6/13/2023

SIGNED at TORONTO this ____ day of ____ 2023

**FERNCLIFF DAYCARE
AFTER SCHOOL GROUP**

**THE CNADIAN UNION OF
PUBLIC EMPLOYEES and its LOCAL 2484-15**

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LETTER OF UNDERSTANDING #3:

RE: Article 20.01 - LENGTH OF VACATION OF PART-TIME EMPLOYEES

between

**FERNCLIFF DAY CARE
AND AFTER SCHOOL GROUP**
(hereinafter called the "Employer")
Party of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2484-15**
(hereinafter called the "Union")
Party of the Second Part

Notwithstanding Article 20.01, the following will apply to part-time employees.

Effective January 1, 2018, a part-time employee shall be entitled to vacation with pay in accordance with years of service as follows:

Less than three years 10 working days with pay
Three years an onward 15 working days with pay

The hours to be paid on such vacation days will be calculated using the number of hours and days worked in the preceding calendar year. 6/13/2023

SIGNED at TORONTO this _____, day of _____ 2023

**FERNCLIFF DAYCARE
AFTER SCHOOL GROUP**

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Dayna Drago

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**THE CANADIAN UNION OF
PUBLIC EMPLOYEES and its LOCAL 2484-15**

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LETTER OF UNDERSTANDING #4

RE: COMMUNITIES OF PRACTICE

between

**FERNCLIFF DAY CARE
AND AFTER SCHOOL GROUP**
(hereinafter called the "Employer")
Party of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2484-15**
(hereinafter called the "Union")
Party of the Second Part

The College of Early Childhood Educators defines Community of Practice as:

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

The parties recognize that the College of Early Childhood Educators and the City of Toronto expect that all RECEs participate in a continuous learning process. Also, it is recognized that the employer should support RECEs in these professional development endeavours.

The parties agree to have discussions during the term of this Collective Agreement to explore methods in which a conversation around communities of practice in the workplace can be developed.

It is understood that no changes in working conditions related to these discussions will occur without the agreement of both parties. 6/13/2023

SIGNED at TORONTO this _____, day of _____ 2023

**FERNCLIFF DAYCARE
AFTER SCHOOL GROUP**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES and its LOCAL 2484-15**

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