

COLLECTIVE AGREEMENT

- BETWEEN -

**FRASER SCHOOL COMMUNITY DAY
CARE CENTRE**

(HEREINAFTER CALLED THE "EMPLOYER")

- AND -

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES**

AND IT'S LOCAL 2484-19

(HEREINAFTER CALLED THE "UNION")

TERM:

JANUARY 1, 2023 - DECEMBER 31, 2027

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PREAMBLE

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 cut back 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.

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 1 – MANAGEMENT RIGHTS

1.01 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. The Union further recognizes that it is the exclusive function of the Employer, without limiting the generality of the foregoing, to:

- a) The right to maintain order, discipline and efficiency and, in connection with this, to establish and enforce from time to time, reasonable rules and regulations, policies and practices to be observed by its Employees; the right to discipline or discharge Employees for cause provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as in this agreement;
- b) The right to select, hire, transfer, assign to shifts, promote, demote, classify. Lay off and recall Employees; the right to instruct and direct Employees in their duties and responsibilities;
- c) The right to direct the working forces, the scheduling of work, the number of shifts, job content, quality and quantity of standards, the right to decide on the number of Employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times.

The Employer agrees that they shall not exercise these in an arbitrary or discriminatory basis.

- 1.02** 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 2 – RECOGNITION AND NEGOTIATION

2.01 BARGAINING UNIT

The Employer recognizes the Canadian Union Of Public Employees and it's Local 2484-19 as the sole and exclusive collective bargaining agent of all Employees of Fraser School Community Day Care Centre in Metropolitan Toronto, save and except supervisor and persons above the rank of supervisor 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.

2.02 PART-TIME EMPLOYEES

- a) Part-time employees are Employees who are employed up to twenty-four (24) hours per week. Part-time Employees shall not be eligible for paid leaves of absence (except as may be required by legislation). Part-time Employees shall be entitled to Employee benefits as provided under Article 22, paid holidays, vacation or vacation pay, sick leave, bereavement leave and paid personal holidays per the collective agreement.
- b) Employees who are hired to normally work less than twenty-five (25) hours per week will be offered hours/work replacing a person absent from work, for any reason. where these additional hours result in an employee working full-time, this will not constitute a change from part-time to full time status. Such hours shall be offered to the part-time employees prior to being offered to casual employees.

2.03 CASUAL EMPLOYEES

Casual Employees are employees who are employed, to replace an employee who is off work for not more than six (6) months:

- i) In the event that the leave of an employee is anticipated to have a duration of more than six (6) months, it will be posted as a term position.
- ii) Or for other periods of time mutually agreed to by the Employer and the Union.
- iii) Casual employees shall not be eligible for vacation or sick leave, paid leave of absence (except bereavement leave) or Employer benefits as provided under Article 22. Casual employees, who are not currently in the bargaining unit, shall be excluded from the bargaining unit.
- iv) Once available hours/work have been offered to part-time employees, such hours/work may be offered to casual employees.
- v) In lieu of these benefits, casual employees shall receive four percent (4%) vacation pay, and six percent (6%) vacation pay after five (5) years of employment, as well as eleven (11) paid holidays agreed to in Clause 17.01 of Article 17 – Holidays. These employees shall be paid the four percent (4%) or six percent (6%) in the last pay period of the fiscal year.

2.04 In lieu of these benefits, part-time and casual Employees shall receive four percent (4%) vacation pay as well as eleven (11) paid holidays agreed to in Clause 17.01 of Article 17 Holidays. These employees shall be paid the 4% in the last pay period of the fiscal year.

2.05 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.

2.06 NO OTHER AGREEMENTS

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

2.07 NEW LEGISLATION

In the event that, during the life of the Collective Agreement, legislation is enacted which improves the working conditions of the bargaining unit, such legislation shall be immediately adopted and become part of this agreement.

ARTICLE 3 – NO DISCRIMINATION

3.01 EMPLOYER SHALL NOT DISCRIMINATE

a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, sexual orientation, sex or marital status, physical disability, family relationship to adult working at the centre, place or residence, nor by reason of her membership in the Union, but nothing in this clause shall prevent the Employer from refusing to hire any parent of a child currently attending the programs.

PERSONAL HARASSMENT

b) Harassment is any improper and unwelcome conduct or comment made by a person who knows, or should know, that such conduct or comment would offend, humiliate or degrade another person. The Employer shall make all reasonable efforts to ensure that Employees are free from harassment and bullying in the workplace.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

4.01 EMPLOYEES TO BE MEMBERS

As a condition of employment, all Employees of the Employer shall remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new Employees who are members of the bargaining unit shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 5 – CHECK-OFF PAYMENTS

5.01 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.

5.02 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.

5.03 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.

5.04 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 action arising out of or in any way connected with the collection or attempted collection and/or account of such dues.

ARTICLE 6 – EMPLOYER & UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 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 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 the Employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 – CORRESPONDENCE

7.01 CORRESPONDENCE

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

A copy of any correspondence between the Employer, or the Employer's 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 the Union Steward's designate.

ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS

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

8.02 UNION BARGAINING COMMITTEE

The Union will advise the Employer of the Union members of the Bargaining Team as per paragraph 20.01.

8.03 FUNCTION OF BARGAINING TEAM

The function of the Union Bargaining Team is to meet with representatives of the Employer to negotiate a renewal to this Collective Agreement.

8.04 REPRESENTATIVE OF 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 representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

8.05 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 made.

8.06 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.

8.07 TECHNICAL INFORMATION

Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union information related to job descriptions, positions in the bargaining unit, job classifications and wage rates which are pertinent for collective bargaining purposes. The Employer shall provide the Union with a copy of its year-end financial statement, and the City of Toronto budget for the Employer.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 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 the Employee's grievance in accordance with the grievance procedure. Meetings under this Article shall not interfere with day care programming.

9.02 UNIT STEWARDS

There shall be one (1) Steward and one (1) alternate Steward. The Union shall notify the Employer in writing of the names of the Steward and the alternate.

9.03 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 the Steward will not leave their duties under this Agreement. Therefore, no Steward shall leave their work without previously notifying their supervisor. Where possible, time for steward duties shall be granted within the next working day.

9.04 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.

9.05 A grievance shall not be considered where the circumstances giving rise to it originated more than five (5) working days before the informal stage, referred to before filing of the grievance.

9.06 If the Employer fails to answer a properly submitted grievance within the specified time limits, the Employee shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration, as the case may be.

9.07 With the exception of group or discharge grievances, a grievance by an Employee shall be processed in the following manner.

9.08 A grievance is not a grievance until the Employee has given the supervisor five (5) days opportunity to deal with the problem. Failing a satisfactory resolution to the problem at this informal stage, the following steps may be invoked.

Step 1: The grievance shall be reduced to writing and discussed with the supervisor of the day care within five (5) working days of the supervisor's response at the informal stage referred to above. The supervisor shall respond to the Employee within five (5) working days. Such written grievance shall be signed by the grievor and state the specific clauses of the Agreement allegedly violated and the redress sought. The Employee may have the assistance of a Steward at Step 1.

Step 2: Failing settlement of the grievance at Step 1, the Employee may submit it to the President or the President's designate within five (5) working days from the date of the supervisor's reply at Step 1. The President or designate shall respond to the grievance within ten (10) working days following the date of the Board meeting from receipt of the grievance. At this step of the grievance procedure, other Employer representatives, and officials of the Union who are not Employees of the Employer, may be present at the request of either party.

- 9.09** Failing settlement of the grievance at Step 2, the Union may submit the grievance to arbitration within ten (10) working days from the date of the Employer's reply at Step 2.
- 9.10** A group of Employees may file a grievance at Step 1 of the grievance procedure. A group grievance is a grievance, individual in nature, affecting more than one Employee. All group grievances shall be reduced to writing and signed by all the Employees seeking redress.
- 9.11** Either party to this Agreement may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a question, by one of the parties to this Agreement, involving the application, interpretation, administration or alleged violation of any provisions of this Agreement, but excluding subject matter which can be presented by an Employee or a group of Employees as an individual or group grievance, as the case may be.
- 9.12** A Union policy grievance shall be filed at Step 2 of the grievance procedure. A company policy grievance shall be filed with the National Representative of the local Union.
- 9.13** The responding party to the policy grievance shall give its written response within thirty (30) working days from receipt of the grievance. Failing settlement of the grievance, the originator of the grievance may submit it to arbitration within ten (10) working days from the date of reply of the grievance.
- 9.14** A claim by an Employee, who has completed the probationary period, of being dismissed without cause shall be reduced to writing, stating the redress sought, and signed by the grievor. Such grievance shall be filed at Step 2 of the grievance procedure, within five (5) working days of the date of notification of discharge. A copy of the grievance shall be simultaneously given to the supervisor.

ARTICLE 10 – ARBITRATION

10.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made by 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 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.

10.02 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 two (2) weeks of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

10.03 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 as quickly as possible. The Board shall render a decision within thirty (30) working days from the date of the hearing.

10.04 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.

10.05 DISAGREEMENT OF 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 twenty (20) working days.

10.06 EXPENSES OF THE BOARD

Each party shall pay:

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

10.07 AMENDING OF TIME LIMITS

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

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 a) Progressive Discipline

The Employer agrees to provide progressive disciplinary measures when problems arise. Disciplinary action must commence within ten (10) days of the time the Employer first becomes aware of the event. It is understood that the level of discipline imposed upon an employee shall depend on the severity of the infraction and a written record of all discipline imposed shall be issued to the employee and the steward. The employee and the steward shall sign the record to acknowledge receipt and return a signed copy to the Day Care Supervisor. When the Employer initiates a

disciplinary action against an employee which may result in a disciplinary record, suspension or discharge of the employee the following procedure shall be followed.

b) Counseling

Prior to disciplinary action, when the Employer believes that an employee is not performing to their expectations, or following the policy and procedure of the Centre they will set up meeting with the employee to counsel the employee regarding their concerns.

c) Verbal

The employee shall be provided a verbal warning indicating that the Employee's actions are inconsistent with Management policy and procedure. If such Employee fails to bring their work up to a required standard by a given date, the employer shall, within ten (10) days thereafter, invoke the next step in the disciplinary procedure.

d) Written

Following a repeat incident, incidents of a similar/related nature, or where there have been two (2) unrelated incidents within twelve (12) months of the prior incident, the employee shall be notified, in writing by the employer, with full disclosure of the reasons, grounds for action and /or penalty.

e) Suspension

Progressive discipline for repeat incidents, incidents of a similar/related nature, or where there have been two (2) unrelated incidents within twelve (12) months of the prior incident, shall be as follows:

One (1) day suspension

Three (3) day suspension

Five (5) day suspension

In addition to discipline Management shall endeavor to find, at no cost to the Employer, alternate solutions to the problem (i.e. communication workshops, anger management courses) as an additional method of working with the employee to correct the problem.

f) Discharge

For further infractions, the employee may be immediately terminated. In all cases the termination will be reported to the Board who will render a final decision within five (5) working days.

11.02 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.

11.03 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. Every employee shall have the right to make copies of any material contained in their personal file.

11.04 USE OF DEMOTION AS DISCIPLINE

Demotion shall not be used as a disciplinary measure.

ARTICLE 12 – SENIORITY

12.01 SENIORITY DEFINED (TYPE OF SENIORITY UNIT)

Seniority as referred to in this Agreement shall mean the length of continuous service, from the Employee's most recent date of hire, in the employ of the Employer.

12.02 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 on the Union bulletin board in January of each year.

12.03 PROBATION FOR NEWLY HIRED EMPLOYEES

- a) A newly hired employee will be considered on probation for a period of sixty (60) days worked within any consecutive twelve (12) month period. After the probationary period the employee's seniority shall date back to the most recent date of hire. No arbitrator shall have the jurisdiction to hear or determine the grievance of a probationary employee unless it relates to the termination of the probationary employee for reasons which are arbitrary, made in bad faith or contrary to the provisions of the Ontario Human Rights Code.
- b) All new employees shall be given a written letter with their seniority date set out.

12.04 LOSS OF SENIORITY

Seniority shall be considered terminated and Employee shall be deemed to have quit their employment if the Employee:

- 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 the Employee's last listed address with the Employer;
- e) Fails to return to work upon conclusion of a leave of absence unless her 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 six (6) month period after her layoff; is laid off and accepts her severance pay; or
- h) Retires.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 a) JOB POSTINGS

When a job vacancy occurs or a new position is created which the Employer wishes to fill inside the bargaining unit, the Employer will post a notice with respect to such job on the bulletin board for five (5) working days so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of vacancy. It is understood that the Employer may fill the job on a temporary basis. Notwithstanding the above, all vacancies shall be filled within six (6) weeks of the original posting.

b) JOB DESCRIPTIONS

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and or rate of pay for the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

c) ECE VACANCIES

Where there is at least one (1) ECE in each room, new vacancies shall be advertised and filled as minimum non-ECE qualifications. Current non-ECE staff shall be given preference over external candidates.

13.02 INFORMATION IN POSTINGS

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state, "This posting is open to applicants of all genders."

13.03 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.

13.04 ROLE OF SENIORITY IN PROMOTION AND TRANSFERS

In filling a vacancy, the following, factors shall be considered:

- 1) Seniority;
- 2) The qualifications, skill and ability of the Employees to perform the work available.

It is agreed that in circumstances where, factors set forth in 1) and 2) are relatively equal, between, two (2) or more Employees, then seniority shall govern.

13.05 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. Employees shall receive a letter of employment outlining their start date, rate of pay, classification and FT/PT status. A copy shall be forwarded to the union steward.

ARTICLE 14 – LAYOFFS AND RECALLS

14.01 ROLE OF SENIORITY IN LAYOFFS

Employees shall be laid off in the reverse order of their seniority provided that the remaining employees have the qualifications, skill and ability to meet the normal requirements of the work to be done.

14.02 RECALL PROCEDURES

Employees who are on lay off shall be recalled in order of their seniority provided they have the qualifications, skill and ability to meet the normal requirements of the work to be done.

14.03 NO NEW EMPLOYEES

Subject to paragraphs 12.04 and 14.02, new Employees shall not be hired until those laid off have been given an opportunity of recall.

14.04 The parties agree that any monies remaining after the wind-up of its affairs including the Employer's legal obligations of notice, in the event the daycare should cease operations, shall be shared among all active employees on a pro rata basis on years of service.

ARTICLE 15 – HOURS OF WORK

15.01 REGULAR WEEKLY HOURS

The regular daily and weekly hours of work shall be seven (7) and thirty-five (35) respectively.

15.02 LUNCH BREAK

There shall be a one (1) hour unpaid lunch break every working day. Should any employee be required to work their lunch period while on a field trip, the employee shall be permitted to either.

- i) Take the lunch break upon return to the Centre, or
- ii) Leave work early on an equivalent hour for hour basis, or
- iii) Take time-off in lieu, on an equivalent hour for hour basis, provided, in all instances, the child/staff ratios are maintained.

15.03 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, except for casual employees, and in cases of emergencies. It is understood that when work/hours are available as a result of replacing another employee in accordance with Article 2.02 b), this provision will not apply.

15.04 PAID REST PERIODS

- a) During each shift, the Employer will schedule, for each full-time employee, two (2) paid rest periods of fifteen (15) minutes each. Employees may only leave the premises during their break with the permission of the Employer.
- b) When Part-time employees work a seven (7) hour shift, they shall receive two (2) paid rest periods and a one (1) hour lunch break.

15.05 With the approval of the supervisor, employees may switch shifts with another qualified room partner. Such requests will not be arbitrarily withheld.

ARTICLE 16 – OVERTIME

16.01 OVERTIME DEFINED

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

16.02 OVERTIME RATE

Employees shall be given time off in lieu of overtime worked on the basis of hour for hour. This provision also applies to field trip lunch hours.

16.03 MINIMUM OVERTIME

The Employer shall keep overtime to a minimum. No Employee shall be required to work overtime against the Employee’s wishes when other employees are available to perform the required work.

16.04 ACCUMULATED OVERTIME

When an employee has accumulated overtime by year end, the employee shall be entitled to take the earned accumulated overtime by February 21st of the following year.

ARTICLE 17 – HOLIDAYS

17.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

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

17.02 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.

17.03 PAID HOLIDAYS: PART-TIME EMPLOYEES.

Where part-time employees are scheduled to work a seven (7) hours shift, on each day, during the week of a paid holiday, they shall be paid seven (7) hours for that holiday.

ARTICLE 18 – VACATIONS**18.01 LENGTH OF VACATION**

An Employee shall be entitled to vacation with pay in accordance with years of service as follows:

YEARS OF SERVICE	MONTHLY ACCRUAL RATE	YEARLY ACCRUAL AMOUNT
Less than three (3) years	One and one-quarter (1.25) days	Fifteen (15) days
Three (3) years	One point six-seven (1.67) days	Twenty (20) days
Twelve years to Twenty-Four (24) years	Two point zero eight-three (2.083) days	Twenty-five (25) days
Twenty-five (25) years and over	Two and one half (2.5) days	Thirty (30) days

18.02 VACATION PAY ON TERMINATION

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

18.03 PREFERENCE IN VACATIONS

Employees shall submit their request on or before March 31 for the upcoming vacation year. Where two (2) or more employees request the same vacation date seniority shall govern. Vacation requests submitted after March 31 shall be dealt with on the basis of "first come, first served."

18.04 VACATION SCHEDULES

On April 30th of each year, staff will be given a breakdown of vacation days used.

Vacation schedules will be posted by April 30th showing the number of days of vacation credited to each Employee.

Where possible, vacation requests outside of summer periods, must be made in writing and given to the Supervisor at least two (2) weeks prior to the requested commencement of vacation. The Supervisor will respond to all requests for vacation time within ten (10) days.

18.05

- a) Employees shall be permitted to take a maximum of four (4) consecutive weeks' vacation.
- b) However, only one (1) employee, who regularly works in a program may be off on vacation at a time, unless there is a reasonable means to have all programs covered that would allow more than one (1) employee to be off on vacation at a time.
- c) In July and August, two (2) employees of the daycare may be off at a time, unless otherwise agreed by the Employer.

18.06 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an Employee is hospitalized or has a bereavement or any other approved leave during their period of vacation there shall be no deduction from vacation credits for such event. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

18.07 MAXIMUM ANNUAL CARRY OVER OF VACATION

Employees may not carry over more than two (2) weeks vacation from a previous year without the consent of the Employer.

ARTICLE 19 – SICK LEAVE

19.01 SICK LEAVE DEFINED

Sick leave means the period of time an Employee is absent from work due to illness or injury.

19.02

- a) After their probationary period, an Employee shall obtain sick leave credits at the rate of one (1) day per month.
- b) Part-time employees, who have completed two (2) years of service, shall obtain sick leave credits at the rate of two-thirds (2/3) day per month.

19.03 ACCUMULATION OF SICK LEAVE

The unused portion of an Employee's sick leave shall accrue for future benefits to a maximum of twenty-four (24) days; a maximum of twelve (12) days for part-time employees.

19.04 ILLNESS IN THE FAMILY

Where no one other than the Employee can provide needs during illness of a member of the Employee's 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 maximum of five (5) consecutive days. The Board may consider requests for exceptional cases in the illness of others than those mentioned above.

19.05 PROOF OF ILLNESS

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days certifying that the Employee was unable to carry out their duties due to illness. Upon presentation of a receipt the Employer will reimburse the employee the sum of ten dollars (\$10.00) for each receipt. Such reimbursement will not exceed fifty dollars (\$50.00) per calendar year.

19.06 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.

19.07 Any employee who is required, by the Employer, to take a medical examination will be granted a leave of absence with pay for the time required to do so. The Employer will pay for the cost of the examination. The Employer will also pay for the cost of the certificate referred to Article 19.05. In these cases, the Employer may require proof of attendance, or payment, as the case may be.

19.08 PAYMENT FOR IMMUNIZATION

The Employer will reimburse employees for the vaccination cost incurred for Hepatitis B vaccinations.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 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 up to conciliation. This clause shall apply for a maximum of:

- a) Two (2) employees if there are eight (8) or more Employees in the bargaining unit,
- b) One (1) Employee, if there are less than eight (8) Employees in the bargaining unit.

It is understood that negotiations will normally take place after hours.

20.02 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 during working hours, in the processing of a grievance up to arbitration. An Employee who is on suspension without pay or has been discharged shall not be paid under this paragraph.

20.03 LEAVE OF ABSENCE FOR UNION BUSINESS

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 five (5) working days per year.

20.04 PAID BEREAVEMENT LEAVE

An Employee shall be granted a maximum of three (3) regularly schedule consecutive work days leave of absence without loss of pay or benefits, in the case of death of parent, spouse, sibling, child, grandparent, grandchild or another relative living in the Employee's house. The leave shall be one (1) day for mother/father/brother/sister-in-law if they attend the funeral. If the funeral takes place outside the province in which the employee resides, an additional two (2) days may be taken without loss of pay or benefits. The Employer may ask for proof of bereavement or out of province attendance.

20.05 MATERNITY LEAVE

Pregnancy, parental and adoption leave shall be granted as a right. The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy.

Pregnancy, parental and adoption leave shall be in accordance with the Employment Standards Act and the Canadian Unemployment Insurance Benefits Plan. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension of up to a maximum of six (6) months additional shall be allowed. During this period full seniority shall accumulate and premiums for all applicable benefits shall be paid by the Employer.

Before returning to work, the Employee shall give four (4) week's written notice to the Employer.

20.06 PROFESSIONAL DEVELOPMENT

It is the responsibility of an Employee to participate in professional development programs. Therefore, to this end, an Employee shall be entitled to up to three (3) days paid leave of absence per year for professional development, subject to the Employer's prior approval. The Employer shall pay all reasonable costs for attending workshops, conferences, etc. i.e. registration, transportation and meals.

Professional development days must be taken except with written permission from the Employer. Failure to take such days may result in discipline. Professional development days that fall on non-working days will be exempt from the discipline procedure. Professional development taken outside of the Employees' scheduled hours of work shall not result in paid time off or lieu time, or be mandatory.

20.07 PERSONAL DAYS

a) Number of Paid and Unpaid Days

Full Time Employees are entitled to five (5) paid personal days per calendar year and five (5) unpaid personal days per calendar year.

Part time employees who have completed two (2) years of service shall obtain five (5) paid personal days per calendar year and five (5) unpaid personal days per calendar year.

Employees will be entitled to use the five (5) paid personal days for non-emergency leave (consistent with past practice), as well as for any reasons set out below (use for emergency leave), as well as reasons contained in the Employment Standards Act.

UNPAID DAYS:

Employees may use the five (5) unpaid days for emergency leave, including reasons set out below, as well as reasons contained in the Employment Standards Act.

- Personal illness, injury or medical emergency
- Death, illness, injury, medical emergency or urgent matter relating to the following family members:
 - Spouse (includes both married and unmarried couples, of the same or opposite genders)
 - Parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse.
 - Spouse of the employee's child
 - Brother or sister of the employee
 - Relative of the employee who is dependent on the employee for care or assistance
- To attend to an "urgent matter" concerning any of the family members listed above, including providing for needs during illness of any member or the Employee's family above.

b) Notification to Employer

FOR NON-EMERGENCY PERSONAL DAYS:

The employee must request such leave with as much written notice as possible, with no less than two (2) working days' notice, to the Supervisor/Director. Such leave shall be given if it does not unduly affect the operation of the day care. In the event of a serious household or domestic emergency, an employee may use unused personal days. In such a circumstance the notice referred to in this paragraph shall not apply.

FOR EMERGENCY PERSONAL DAYS:

Notification by the employee to the Employer that they are using emergency personal day leave will be in accordance with the Employment Standards Act.

c) Unused Paid Personal Leave Days (five [5] days) – Not applicable to part-time employees

By December 1st of each year, an employee may make written request to take any of the paid personal days requested, but denied during the year, during the following January or February. If two (2) or more employees request the same day during January and February, the Employer shall award the denied day(s) based on seniority. If the Employer cannot give the employee the days denied in January or February, they shall be paid for such day(s).

d) Proof of Illness for Personal Days

In the event these days are used for medical leave, an employee will be required to produce a certificate from a medical practitioner for an illness only after ten (10) days of absence for medical leave in a calendar year.

20.08 SPECIAL LEAVE

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

Effective January 1, 1990

REASON	ANNUAL LEAVE OF ABSENCE
Moving one's household	One (1) day
Becoming a Canadian Citizen	One (1) day

20.09 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 two (2) weeks. The Employee will produce a doctor's certificate stating that the disease is harmful to pregnancy.

20.10 At the discretion of the Employer an employee may be granted a leave of absence without pay or loss of benefits or seniority, for a period of up to thirty (30) calendar days. A leave of absence granted under this paragraph may be extended by the Employer.

20.11 An application for leave of absence or an extension of a leave of absence, stating the reasons for the leave, must be made in writing to the Employer.

20.12 An employee who is elected or selected for a position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence, without pay and benefits, and without loss of seniority for a period of up to two (2) years. The employee will give the Employer one (1) months' notice of a desire to return to work. An Employee who desires to maintain her benefits coverage must arrange for the payment of premiums through the Employer before commencing their leave.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES**21.01 PAY DAYS**

The Employer shall pay salaries on the 15th and the last day of the month in accordance with Schedule "A" attached hereto and forming part of this Agreement. An itemized statement of salary, hours, overtime and other supplementary pay and deductions shall be provided upon request. Salaries shall be paid by direct deposit into a bank of the employee's choice.

21.02 EQUAL PAY FOR WORK OF EQUAL VALUE

Employees shall receive equal pay for work of equal value, regardless of gender.

21.03 PAY FOR TEMPORARY ASSIGNMENT

An Employee assigned to carry out the duties of the supervisor when the supervisor is absent for more than one (1) day will be paid an amount equal to one hundred fifty dollars (\$150) per week, prorated. Except in cases of emergency, employees have the right to refuse a temporary assignment.

21.04 PAY ON TRANSFER – LOWER RATED JOB

When an Employee is temporarily assigned to a position paying a lower rate, the Employee’s rate shall not be reduced.

21.05 VACATION PAY

An Employee may, upon giving at least ten (10) working days’ notice in writing, receive on the last office day preceding commencement of the Employee’s annual vacation pay any paycheques which may fall due during the period of vacation.

ARTICLE 22 – EMPLOYEE BENEFIT PLANS

22.01 Subject to the benefit carriers’ terms and conditions, Employees who have completed their probationary period, shall be entitled to benefits and will be provided with the Benefits Booklet.

Vision Care will be amended to include:

Adults	Three hundred and fifty dollars (\$350.00) every two (2) years
Children under eighteen (18) years	Three hundred dollars (\$300.00) every year

- This change will be implemented not later than thirty (30) calendar days after the agreement has been ratified.

22.02 All benefits will continue for the first six (6) months that an Employee is on medical leave. In respect of the benefit plans, the Employer’s sole responsibility shall be to ensure that the premiums are paid on time.

22.03 All Employees shall be covered under the Workplace Safety & Insurance Act, 1997. An Employee receiving payment for a compensable injury under Workers’ Compensation – WSIB, shall continue to accumulate seniority and service and shall be entitled to all Benefits under this Collective Agreement. While on Workers’ Compensation – WSIB, the Employer and Employee shall each continue to pay their portion of all premiums for the Employee benefit plan, including the pension plan.

ARTICLE 23 – HEALTH AND SAFETY

23.01 COOPERATION ON SAFETY

The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the psychological and physiological conditions of Employees and which will provide protection from factors adverse to Employee health and safety.

23.02 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 the Employee believes that it would be unsafe or unhealthy for themselves, 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.

23.03 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.

23.04 INJURY PAY PROVISIONS

An Employee who is injured during working hours and is required 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.

23.05 TRANSPORTATION OF ACCIDENT VICTIMS

Transportations 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.

23.06 HEALTH AND SAFETY GRIEVANCE

Where a dispute involving a question of general application or interpretation of this Article occurs, shall be subject to the grievance procedure and commence at Step 1 of the grievance procedure.

ARTICLE 24 – GENERAL CONDITIONS

24.01 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.

24.02 LETTER OF REFERENCE

On termination of employment for any reason, the Employer shall provide a letter of reference on request.

24.03 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.

24.04 Employees who have children shall be given preference for placement at a 20% discount of the parent's assessed fees.

24.05 Should the Employer make any changes to the job descriptions; the Union shall be given prior notice before they are implemented.

ARTICLE 25 - GENERAL

25.01 GENDER

Whenever a masculine or feminine term is used in this Agreement it shall include any gender and the plural of any such term where in the context of the parties hereto agree it is required.

ARTICLE 26 – NEW OR CHANGES TO CLASSIFICATIONS

26.01 The employer shall prepare a new job description whenever a job is created or whenever the duties of a job substantially change. When the duties of any job are changed or increased or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or where a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute may be submitted to grievance and arbitration.

ARTICLE 27 – TERM OF AGREEMENT

27.01 DURATION

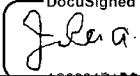
This Agreement shall be binding and remain in effect from January 1st, 2023 to December 31, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing, up to ninety (90) days before the termination date of the contract, that it desires its termination or amendment.

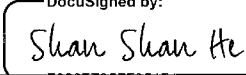
27.02 CHANGES IN AGREEMENT

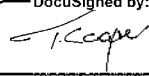
Any changes deemed necessary in this Agreement may be made in writing by mutual agreement at any time during the existence of this Agreement.

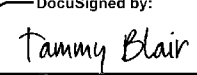
DATED AT TORONTO, ONTARIO THIS 1/4/2024

FOR THE UNION:

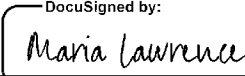
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SCHEDULE “A” – RATES OF PAY

		Effective Dates					
		Dec 31 st , 2022	Jan 1 st , 2023	Jan 1 st , 2024	Jan 1 st , 2025	Jan 1 st , 2026	Jan 1 st , 2027
Classification		Increase	7%	5%	4.75%	4.75%	4.75%
Teacher (ECE)	New Base Rate	\$ 27.60	\$ 29.53	\$ 31.01	\$ 32.48	\$ 34.03	\$ 35.64
Assistant (Non ECE)	New Base Rate	\$ 23.03	\$ 24.64	\$ 25.87	\$ 27.10	\$ 28.39	\$ 29.73

NOTES:

- 1) The base rate includes historical legacy grants (Pay Equity, Wage Subsidy and/or Wage Improvement).
- 2) Provincial Wage Enhancement (PWE) Grant excluded

The Employer will provide pay slips for each direct deposit.

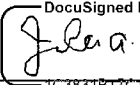
WAGE SUBSIDY (WS)

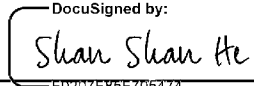
Teachers and Assistant Teachers – The Wage Subsidy will be allocated to these Employees, plus the Supervisor, in the following manner. After deducting the cost of Benefits, the remainder will be divided up in an equal share among the Employees. The Wage Subsidy payment will be included in the Employees’ regular pay cheque. Any full-time employee who works less than thirty-five (35) hours per week will be paid the Wage Subsidy on a pro-rata basis.

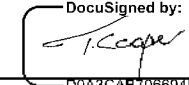
- 1) If the Employee is hired at less than maximum rate, the Employee’s salary will be brought up to maximum in no more than three (3) years.

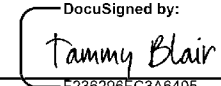
DATED AT TORONTO, ONTARIO THIS 1/4/2024

FOR THE UNION:

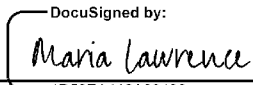
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FOR THE EMPLOYER:

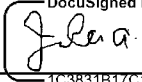
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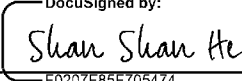
LETTER OF UNDERSTANDING # 1

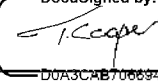
This will confirm the agreement of the parties with respect to Schedule "A". In the event that a salary grant other than the Wage Subsidy is allocated to the Day Care Centre, the Employer undertakes to distribute the said grant to eligible Employees according to the guidelines set forth by the granting agency and with the agreement of the Employees with respect to how the grant is proportioned.

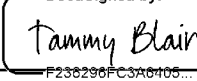
DATED AT TORONTO, ONTARIO THIS 1/4/2024

FOR THE UNION:

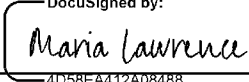
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FOR THE EMPLOYER:

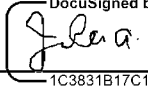
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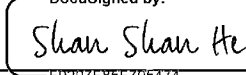
LETTER OF UNDERSTANDING # 2

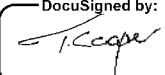
The Parties agree that during the life of this Agreement, the Director of the Day Care can perform bargaining unit work up to four (4) hours per day, in the event of an emergency only (which may include meeting ratio), provided this work in itself would not result in any further layoffs, which includes a reduction in hours.

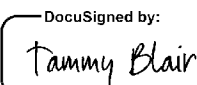
DATED AT TORONTO, ONTARIO THIS 1/4/2024

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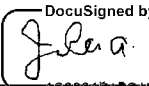
LETTER OF UNDERSTANDING # 3 – LOSS OF ECE STATUS

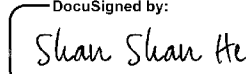
In the event that a RECE, who has been cleared of any wrongdoing by an internal investigation carried out by Fraser School Community Day Care, is subsequently, and for the same alleged offence, deprived of their RECE status by the RECE College the Employee shall be laid off and the following conditions shall apply:

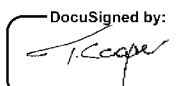
- 1) Providing the Employee is still allowed to work with children, the Employee shall exercise their seniority to bump the most junior non ECE employee. In this event, the Employee’s pay rate shall be that of an Assistant (Non ECE) employee in accordance with Schedule A of the Collective Agreement and the Employee’s hours of work shall be those of the employee who is bumped.
- 2) If the Employee is not allowed to work with children or the Employee’s seniority is not sufficient to allow the Employee to bump, the Employee shall be given, in accordance with the terms of the Employment Standards Act of Ontario and any Regulations made under that Act, notice of termination of employment or pay in lieu of notice and placed on layoff.
- 3) The Employee’s recall to work shall be in accordance with clauses 14.02 and 14.03 of Article 14 – Layoffs and Recall.
- 4) The Employee’s seniority shall accumulate during the period that the Employee is on layoff and the provisions of clause 12.04 – Loss of Seniority, shall apply except where the employee has, within thirty (30) days of the date of the College’s decision appealed that decision. In this case Clause 12.04 (g) shall be extended to one (1) year to allow the College sufficient time to hear the appeal. In the event that the College has not heard the employees’ appeal within the foregoing one (1) year period, the Union and the Employer shall meet to discuss an extension of the time period.
- 5) The Employer agrees that it shall not make any report to the College except as required by law.

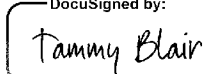
DATED AT TORONTO, ONTARIO THIS 1/4/2024

FOR THE UNION:

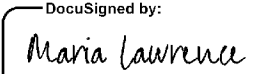
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FOR THE EMPLOYER:

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