

Collective Agreement

between:

East York East Toronto Family Resources Organization

(hereinafter called the “Employer”)

and

Canadian Union of Public Employees, Local 5239

(hereinafter called the “Union”)

January 1, 2024 – December 31, 2026

CUPE / *Canadian Union
of Public Employees*

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ARTICLE 1 – PREAMBLE

- 1.01 The general purpose of this Collective Agreement (the “Agreement”) is to establish and maintain collective bargaining relations between the Employer and its employees, to establish and maintain the working conditions, hours of work and wages specified in the Agreement, and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes and acknowledges that the management of the business services to be provided and its facilities and discretion with respect to the employees are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order and efficiency and in connection therewith make, alter, and enforce from time-to-time reasonable rules and regulations, policies, and practices to be observed by its employees;
- (b) Discipline or discharge employees for just cause;
- (c) Select, hire, direct, classify, assign, and schedule the employees, including determining job content and requirements and the use of improved or changed methods of delivering services;
- (d) Transfer, promote, layoff and/or recall employees;
- (e) Plan, direct and control its operations, including determining the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance, as well as the work to be done, the services to be rendered, whether to perform or contract for services and the size or composition of the workforce;
- (f) Determine methods of pay;
- (g) Determine standards of performance, efficiency, and quality of work; and
- (h) Generally, the right to manage the enterprise and its organization.

The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. Failure by the Employer to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights. The Employer agrees to provide employees with access to an electronic or hard copy of all policies applicable to bargaining unit employees. If any policies applicable to bargaining unit employees are amended, the Employer will inform the Union.

ARTICLE 3 – HARASSMENT/DISCRIMINATION

3.01 Human Rights Code

The Employer and the Union agree that, in accordance with the provisions of the Human Rights Code, there will be no discrimination against any employee.

3.02 No Discrimination

The Employer and the Union acknowledge and agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Employer by any of its members or representatives. The Employer agrees that there will be no discrimination against any employee by reason of membership or activity in the Union.

3.03 Personal Harassment

Personal harassment shall be defined as engaging in a course of conduct against an employee that is known to be unwelcome, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor. It is understood that serious one-time incidents can also be considered harassment.

Personal harassment shall include within its meaning sexual harassment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are entitled to pursue all avenues in the Employer's Policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise. The parties agree that the filing of a grievance does not negate an employee's duty to comply with the Employer's Policy or Policies with respect to workplace harassment.

3.04 Sexual Harassment

- (a) Definition: Sexual harassment shall be defined as any sexually oriented comment or conduct against an employee that is known or ought reasonably to be known to be unwelcome. Examples of sexual harassment include, but are not limited to:
 - i) Inappropriate touching or patting;
 - ii) Suggestive remarks or other sexually oriented verbal abuse;
 - iii) Leering at a person's body;
 - iv) Compromising invitations;
 - v) Demands for sexual favours;
 - vi) Physical sexual assault.
- (b) The Employer agrees to include the subject of sexual harassment in staff and management training.
- (c) Allegations of sexual harassment shall be eligible to be processed as grievances.
- (d) Where the alleged sexual harasser is the only person who is specified to deal with the first step of such grievances, the grievance will automatically be sent forward to Step 3.
- (e) No information relating to the grievor's personal history or mode of dress will be admissible during the grievance or arbitration process resulting from a sexual harassment grievance.
- (f) The parties agree that the filing of a grievance does not negate an employee's duty to comply with the Employer's Policy or Policies with respect to workplace harassment.

- (g) The Employer recognizes the principle that it is its primary responsibility to maintain a discrimination-free workplace.

ARTICLE 4 – RECOGNITION

4.01 Bargaining Unit

All employees of East York East Toronto Family Resources Organization in the City of Toronto, save and except Ready for School Connect Staff, casual employees, seasonal staff, students, supervisors, short term special project staff unrelated to licensed childcare, government agency training placements, staff working with confidential and/or privileged corporate information, managers, and those above the rank of manager.

4.02 Work of the Bargaining Unit

Permanent employees whose jobs are not in the bargaining unit shall not perform work normally performed by bargaining unit employees except where bargaining unit members are not immediately available to perform the work.

4.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

4.04 List of Immediate Supervisors

The Employer will supply the union office and the union committee members with a list of immediate supervisors. This list will be adjusted when changes occur.

4.05 Representatives of Canadian Union of Public Employees

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees and/or its advisors when negotiating with the Employer. Staff representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer. Such consent shall not be unreasonably withheld.

4.06 Definition of “Employee”

A “full-time employee” shall be deemed to be a permanent employee who regularly works twenty-six (26) hours or more per week.

A “part-time employee” shall be deemed to be a permanent employee who regularly works twenty-five and one-half (25.5) hours or less per week.

For clarity, if a part-time employee works 26 hours or more per week for more than six (6) months consecutively, then they will be deemed to be a full-time employee, and vice versa.

4.07 Use of “Employee”

It is agreed that the word “employee” or “employees” wherever used in this Agreement, shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.

4.08 Application of Collective Agreement

The parties agree that unless specifically referenced at the beginning of an Article’s clause, all language contained in the Collective Agreement will pertain to all bargaining unit employees.

4.09 Contracting Out

The Employer agrees that it will not contract out work currently performed by bargaining unit employees if such contracting out would directly result in the layoff of bargaining unit employees. A contract employee shall mean an Employee who has been hired for a period of no longer than 365 calendar days or such longer period as may be agreed to, in writing, by the Employer and the Union. After 365 days such work shall be posted as per Article 13. The Employer agrees to keep the Local informed of the names of each contracted employee and the length of their contract, as well as the name of any third party vendor that it contracts with to perform bargaining unit work.

4.10 Job Bands

For the purposes of establishing seniority, an employee shall be placed into a specific job classification upon permanent hire with the Employer. Each current job classification is included in a specific job band, as set out in Schedule “A”.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that during the life of this agreement, there will be no lockout. The word “strike” and the word “lockout” shall have the meaning as set forth in the Labour Relations Act, 1995, as amended.

ARTICLE 6 – MISCELLANEOUS

6.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the manager responsible for human resources of the Employer or their designate and the Secretary of the Union with a copy sent to the Local President and National Representative of the Union and the Executive Director. The employer agrees to communicate with the Secretary, Local President and National Representative through e-mail to their designated employer accounts.

6.02 No Solicitation

The parties agree that there will be no solicitation for membership or other Union activity on the premises of the Employer during an employee’s working hours except as otherwise provided in this Agreement.

ARTICLE 7 – UNION SECURITY AND CHECK-OFF

7.01 Union Security

All bargaining unit employees of the Employer, shall, as a condition of continuing employment, become and 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 shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

7.02 Deductions

Deductions of union dues shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the following month, accompanied by a list of the names, addresses, current classifications and all available phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Recording Secretary of the Local Union. The Union shall indemnify and save harmless the Employer with respect to all Union dues deducted and remitted to the Union.

7.03 New Employees

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

The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired bargaining unit employee once during the employee's first two weeks of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting will take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed fifteen (15) minutes in duration.

7.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 8 – UNION - MANAGEMENT RELATIONS

8.01 (a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other authorized personnel with whom the Union may be required to transact business.

8.01 (b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out that individual's assigned functions as specified under this Agreement, including, but not limited to, the investigation and processing of formal grievances, attendance at scheduled meetings with the Employer, participation in negotiations and arbitration hearings and related meetings. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. If possible, written notice shall be provided at least twenty-four (24) hours in advance of the employee leaving their regular duties. Such request for time off shall include the applicable Article of the Collective Agreement (for certainty, this Article 8.01(b) cannot be identified as the applicable Article of the Collective Agreement). All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

8.01 (c) Identity of Union Committee Members

The names of members of the Union Committees shall be given to the Employer in writing and updated as the Union Committee members change. The Employer shall not be required to recognize any such members until it has been notified in writing by the Union. The Union agrees to keep such list up to date at all times.

8.02 Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of a total of up to four (4) Union Stewards. At least one Steward shall be assigned from EarlyON and from Housing, and at least two (2) stewards shall be assigned from Licensed Child Care. Only one (1) Steward shall be assigned to each grievance, and only the Steward assigned to the grievance shall be entitled to leave their work during working hours to investigate, prepare, process, or otherwise deal with the grievance. Such time shall be considered as time worked.

The Union shall notify the Employer in writing of the name of each Steward and which Department they are assigned to before the Employer shall be required to recognize them. The Employer agrees that it shall not hinder, coerce, restrain, or interfere with the performance of the Steward's duties while investigating disputes and presenting adjustments as provided for in the Grievance Procedure.

8.03 Bargaining Committee

The Union's Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union as appointees of the Union, excluding the CUPE National Rep. The Union will advise the Employer in writing of the names of the individuals on the Union's Bargaining Committee. The Employer agrees that its bargaining committee shall consist of not more than four (4) members, excluding outside counsel and/or subject matter experts.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their collective bargaining related functions, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and participation in arbitration hearings dealing with matters arising during collective bargaining. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The Bargaining Committee shall have the right to attend negotiation meetings held within the employees' working hours without loss of remuneration for the first ten (10) meetings whereby after that time the Employer will continue to pay the Bargaining Committee members their regular wages and invoice the Union for reimbursement of wages.

8.04 (a) Union – Management Committee

A Union – Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties.

(b) Function of Committee

The Committee shall concern itself with the following general matters:

- i) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.

- ii) Promoting workplace safety and sanitary practices (recognizing that workplace health and safety matters are the responsibility of the Joint Health and Safety Committee).
- iii) Reviewing suggestions and questions from employees.
- iv) Proactively discussing and mitigating the risk of potential policy grievances and correcting any misunderstandings between the Employer and employees of the Bargaining Unit.

(c) Meetings of the Union - Management Committee

The Committee shall meet during the first week of each quarter at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Items not specified on the agenda shall not be discussed at the meeting, unless agreed upon by all members of the Committee.

(d) Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. They shall jointly prepare the notice and agenda of the meeting, ensuring that it is circulated to all Committee members as required in advance of the meeting.

(e) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the Chair of the meeting within fourteen (14) calendar days following each meeting and, if in agreement, signed by the joint chairpersons at the following meeting. The Union, the CUPE Representative and the Executive Director on behalf of the Employer shall each receive two (2) signed copies of the minutes within five (5) working days after they are signed. The parties agree that the minutes, after being agreed to and signed, may be posted on the Union bulletin boards. Any "in camera" discussions will not be recorded, posted, or distributed in any way.

(f) Jurisdiction of Committee

- i) The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement.
- ii) The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer's designate with respect to its discussions and conclusions.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 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 or concerning the discipline or discharge of an employee alleged to be unjust.

9.02 Grievance Procedure

It is the mutual desire of the parties that an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 – Verbal Complaint

An employee who has a complaint shall discuss their complaint directly with their Centre/Program supervisor (or the department manager where there is no Centre/Program supervisor, or the Centre/Program supervisor is on leave). Such complaint shall be verbally brought to the attention of the Centre/Program supervisor within five (5) working days of the incident leading to the complaint. The Centre/Program supervisor shall respond verbally in a meeting with the employee within (3) working days of receiving the complaint followed by a written response.

Step 2 – Written Grievance

Failing satisfactory settlement resulting from the Centre/Program supervisor's verbal response, the applicable Steward shall, within seven (7) working days after the meeting described at Step One, submit to the employee's Centre/Program supervisor (or the department manager where there is no Centre/Program supervisor or the Centre/Program supervisor is on leave) a written grievance, containing a statement of the particulars of the grievance, the Article or Articles alleged to have been breached and the redress sought. The Centre/Program supervisor shall render their written decision within five (5) working days after the grievance is received.

If the Union submits a written grievance without the Grievor having met the requirements of Step One, the written grievance shall be referred back to Step One as a complaint. The time limits for Step One shall be considered to be applied as at the time the written grievance is submitted.

Step 3 – Grievance Meeting

Failing settlement being reached in Step 2, the applicable Steward shall submit the written grievance to the Department Manager (if the Department Manager is the employee's immediate supervisor, the grievance shall be submitted to the manager responsible for Human Resources, who shall be considered to be the Department Manager for purposes of this Step). The written grievance shall be submitted to the Department Manager within five (5) working days of the Employer's Step 2 Response. The Department Manager shall convene a meeting within ten (10) working days following receipt of the grievance at Step 3 with the Executive Director and/or manager responsible for Human Resources, Grievor, Union Steward and CUPE National Representative, or their respective designates. The Department Manager shall render their written decision within five (5) working days after the Step 3 meeting.

Step 4 – Referral to Arbitration

Failing a satisfactory settlement being reached in Step 3, either party may elect to refer the dispute to arbitration, in accordance with the requirements of Article 9.09 and Article 10.

9.03 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

9.04 Policy/Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where there is a group grievance affecting multiple employees, Steps 1 and 2 of this Article may be bypassed. Policy grievances shall be filed within seven (7) working days of the incident giving rise to the complaint and shall be in the written form prescribed in Step 2. Only one Steward shall leave work during working hours to investigate, prepare, process, or otherwise deal with a policy grievance, even if it affects more than one Department.

9.05 Deviation from Grievance Procedure

After a grievance has progressed to Step 2, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

9.06 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages, of the Grievance Procedure.

9.07 Meeting Rooms for Grievances

In order to facilitate the Steward's investigation of grievances, the Employer shall make available the temporary use of a meeting space designated by the Employer. The Employer shall also supply the necessary facilities for the grievance meetings.

Step three grievance meetings shall be held at head office whenever practical or, when mutually agreed, via video conferencing.

9.08 Failure to Act Within Time Limits

Any grievance not initiated or processed within the timelines specified above shall be considered to be abandoned. Where a response is not given by an authorized Employer Representative within the specific timelines in the grievance procedure, the Steward shall submit the grievance to the next step in the grievance procedure.

9.09 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within fifteen (15) working days after the dates of the reply at Step 3.

No matter shall be submitted to arbitration which has not been properly carried out through the grievance procedure within the time specified, providing that the parties may extend the time limits in the grievance procedure by mutual agreement in writing.

9.10 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

ARTICLE 10 – ARBITRATION

10.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration by a single Arbitrator or, by mutual written agreement, a Board of Arbitration. A grievance shall be referred to arbitration within the time limits set out in Article 9. The notice shall contain the name(s) of the proposed Arbitrator. Within five (5) working days from the receipt of the notice referring the grievance to arbitration, the recipient of the notice must in turn respond by either accepting a proposed arbitrator or proposing alternative(s). If the parties are unable to agree on an arbitrator within twenty (20) working days after the grievance is referred to arbitration, either party may request the Office of Arbitration, Ontario Ministry of Labour to appoint an arbitrator.

If the parties mutually agree to a Board of Arbitration, then the notice referring the grievance to arbitration shall include that party's nominee. Within five (5) working days from the receipt of the notice, the other party shall name its nominee. A third person to act as Chairman shall be appointed by the respective nominees. Should either party fail to name its nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

10.02 Payment for Arbitrator/Board of Arbitration

The parties shall jointly bear equally the expenses of the Arbitrator and the cost of the room or rooms in which the arbitration is held, if and when the necessity arises.

If the parties agree to use a Board of Arbitration, each of the parties hereto shall bear the expenses of the nominee appointed to represent them, and the parties shall jointly bear the costs of the Chairperson of the Board of Arbitration.

10.03 Powers of the Board

The Arbitrator or Board of Arbitration shall have no authority to alter or change any provisions of this Agreement. However, the Arbitrator or Board of Arbitration shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitrator or Board of Arbitration deems just and reasonable in all circumstances.

10.04 Decision of the Board

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the Arbitrator shall be final and binding upon the parties hereto and any employee affected by it.

If the parties agreed to use a Board of Arbitration, the above paragraph will apply equally to the Board of Arbitration. If there is no majority decision by the Board of Arbitration, the decision of the Chairperson will govern.

10.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may only be extended by mutual written agreement of the parties. A failure to comply with the time limit for referring a grievance to arbitration shall result in the grievance being deemed to be abandoned.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Notice of Investigation

The Employer shall notify an employee and the Union in writing if it is conducting an investigation into any alleged misconduct that may result in that employee being disciplined. Such notification shall be provided within ten (10) working days after the events giving rise to the alleged misconduct become known to the Employer's manager responsible for human resources. For clarity, any failure to comply with this Article will not prevent the Employer from disciplining or discharging an employee due to their misconduct.

11.02 Removal of Discipline from File

Disciplinary notations will be removed from the employee's record eighteen (18) months from the date of issue, provided that no further disciplinary incidents have occurred.

11.03 Discipline Notices

The Employer shall provide the Union with a copy of any verbal or written warning, written notice of suspension with or without pay or written notice of discharge at the same time or immediately following such notice being provided to the employee.

11.04 Grievance

An employee who is discharged or suspended without pay may file a grievance at Step Two of the grievance procedure. The grievance shall be filed within five (5) working days of such discharge or suspension. Should a grievance be filed, it shall be processed in accordance with the Collective Agreement.

The Employer may suspend, with pay and without prejudice, a staff member while an investigation is ongoing. The parties agree that a paid suspension in these circumstances is not considered disciplinary. For clarity, nothing in this paragraph should be interpreted as limiting the Employer's ability to suspend with or without pay in other circumstances, nor does it limit the Union's right to grieve on behalf of a bargaining unit employee a decision by the Employer to suspend an employee with or without pay, if otherwise permitted by this Collective Agreement.

11.05 Personnel File

Upon written request to the manager responsible for human resources, an employee may, in the presence of said manager during normal business hours of the administration office, review the contents of their personnel file, save and except for material(s) in the personnel file that are protected from disclosure by applicable laws and/or regulations and/or that are privileged. An employee shall have the right to respond in writing to any document that they have reviewed. Such response shall be included in the personnel file.

11.06 Meeting with Steward

At a meeting where an employee is issued discipline, the employee must be told it is disciplinary and may request to have a Union Steward present, provided a Union Steward is available. If no Union Steward is available at the time the meeting is scheduled by the Employer, the Employer shall reschedule the meeting to a time when a Union Steward is available. For clarity, in a case where the designated Union Steward is unavailable, the Employer may proceed with the meeting at any time when one of the other Union Stewards is available. The Employer shall notify the Union of all meetings where discipline will be issued.

11.07 Discipline of Probationary Employee

The discipline, discharge, or lay-off of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement unless the probationary employee is discharged or released for reasons that are discriminatory under the Human Rights Code. Probationary employees may request a steward be present at a meeting where they are to be disciplined, discharged, or laid off.

ARTICLE 12 – SENIORITY

12.01 Definitions

“Seniority” shall mean an employee’s length of continuous service with the Employer from the employee’s last date of hire and shall be expressed in terms of years or fractions thereof.

The words “length of service” or “service” shall refer to an employee’s seniority with the Employer, as defined above, and shall be determined on the basis of the employee’s most recent hire date with the Employer.

Notwithstanding the above, a part-time employee shall not accrue more than one year’s seniority in a twelve (12) month period.

12.02 Seniority Lists

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee’s service commenced. The parties further agree that in circumstances where the Collective Agreement provides that seniority is a factor to be considered by the Employer, the Employer shall only consider the full-time seniority list when the circumstances involve a full-time position and shall only consider the part-time seniority list when the circumstances involve a part-time position. Up-to-date seniority lists shall be sent to the Union and posted on the Employer’s bulletin board at each site in January, May, and September of each year. An employee’s name shall not be placed on the seniority list until they have completed their probationary period.

12.03 Probationary Employees

Newly hired employees shall be on probation for a period of six months of active employment, commencing on the date of hire. During the probationary period, the employee shall have no seniority rights and shall be considered as being employed on a trial basis. The employee may be disciplined, discharged, or laid-off, at the discretion of the Employer. There shall be no obligation on the Employer to retain the services of such employee or to re-employ them if they are laid-off or discharged during such period. If the employee successfully completes their probationary period, their seniority shall be determined based on the original date of hire.

The parties agree that the above-noted probationary period may be extended by the mutual written agreement of the Employer and the Union.

12.04 Loss of Seniority

Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) If they voluntarily quit;
- (b) If they retire;
- (c) If they are discharged for cause, unless reinstated through the grievance procedure;
- (d) If they fail to report for duty within three (3) scheduled shifts after an approved leave of absence in accordance with the provisions of this Agreement;
- (e) If they are absent from work for three (3) or more scheduled working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer, unless in the circumstances, it was impossible for them to do so;
- (f) If they are absent from work for any reason for more than eighteen (18) months, subject to the parties' duties and obligations pursuant to the Human Rights Code and/or the Workplace Safety and Insurance Act, 1997; and
- (g) If they do not return to work after lay-off within five (5) calendar days after being recalled by the Employer by email, telephone and by registered mail sent to their address last known to the Employer. It shall be the employee's responsibility to keep the Employer and the Union notified as to any change of their address or telephone number so that they will be up to date at all times.

12.05 Acceptance of Position Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. Employees promoted, assigned, transferred, or appointed to immediate supervisor positions or positions not covered by this Agreement shall not accumulate seniority within the bargaining unit while employed in a position outside the bargaining unit. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

In the case of a temporary transfer outside the bargaining unit to fill a temporary vacancy resulting from a Pregnancy and Parental leave, as defined in Article 21.03, the twelve (12) calendar months noted above can be extended to eighteen (18) calendar months.

12.06 Transfer to Part-Time

If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one-year equals 1820 hours PAID.

12.07 Transfer to Full-Time

If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one-year equals 1820 hours PAID.

12.08 Accumulation of Seniority

An employee shall accumulate seniority under the following conditions:

- (a) While they are actively at work for the Employer after they have completed their probationary period as set out in Article 12.03 above;
- (b) During the first eighteen (18) months of any paid or insured leave of absence, subject to the parties' duties and obligations pursuant to the Human Rights Code and/or the Workplace Safety and Insurance Act, 1997; and

(c) During the first eighteen (18) months of any absence due to lay-off.

12.09 Requirement to Maintain Qualifications

If an employee fails to provide the Employer, when requested on an annual basis, with proof of current registration or licensure with a professional college that is required for the position, the employee shall be suspended without pay until they can provide proof of current registration or licensure with the relevant professional college.

Similarly, if an employee fails to provide the Employer, when required for the position, with proof of current certifications or academic qualifications, when requested, the employee shall be suspended without pay until they can provide proof of current certification or academic qualifications.

In either scenario, the employee will not accumulate seniority if they continue to fail to provide proof of the required certifications or qualifications for a period longer than thirty (30) calendar days.

The Employer shall cover all costs to provide Safe Food Handling certification to those employees who require it as part of their employment.

All employees shall be required to obtain Standard First Aid and CPR certification. The Employer shall determine whether it provides the requisite training to employees, or if it will require the employee to obtain the certification on their own, in which case it shall reimburse the employees for the costs of the training.

ARTICLE 13 – JOB POSTINGS

13.01 (a) Job Postings

When an existing position within the bargaining unit becomes vacant and the Employer decides to fill the vacancy, or when a new job classification in the bargaining unit is added, or when the Employer determines that additional employees are required in any of the job classifications within the bargaining unit, the Employer shall, within ten (10) working days, post notice of the vacancy electronically via e-mail to the employees' work e-mail addresses and on the Employer's main bulletin boards at each program site. This notice will remain posted for a period of ten (10) working days so that interested employees can apply.

13.01 (b) Temporary Vacancies

The Employer has the exclusive right to temporarily transfer employees within various job classifications to fill temporary vacancies and the right to direct the work function of all employees. Temporary vacancies are vacancies expected to exist for twelve (12) months or less, or that are as a result of employees being off on sick leave, or other protected leave, or as a result of an injury under the Workplace Safety and Insurance Act, 1997. When the transfer period resulting from the temporary vacancy is completed, the employee, and/or any other employee that was temporarily assigned as a result of the transfer, shall return to their regular permanent position and rate of pay.

In the event of a temporary vacancy due to Pregnancy and Parental leave the temporary transfer can be extended to eighteen (18) months.

13.01 (c) Successful Candidate

The successful candidate for a vacancy will fill the vacancy within ten (10) calendar days from the date the candidate was awarded the vacancy, or the date specified in the posting, whichever is later, unless there are circumstances beyond the reasonable control of the Employer.

13.02 Information in Postings

The notice will specify the nature of the job, the skill, ability, and qualifications required, the hours of work, the duration of the vacancy (if applicable), and the rate of pay.

13.03 External Candidates

Nothing in this Article shall be interpreted as preventing the Employer from soliciting external candidates for any vacancy, provided that an external candidate may only be selected for the vacancy if there are no qualified internal applicants. In determining if an internal applicant is qualified, the Employer shall determine whether the internal applicant has the skill, ability, and qualifications to perform the normal required work of the vacant position.

Upon request, the Union shall be provided the names of all internal applicants and of the successful incumbent.

13.04 Criteria for Selection

If there is more than one qualified internal applicant, the Employer, in selecting the successful candidate to fill the vacancy, will firstly consider the requirements and efficiency of operations and secondly the skill, ability and qualifications of the candidates to perform the normal required work in determining which applicant is selected to fill any vacancy. Where all of these factors are relatively equal the applicant with the greatest seniority with the Employer shall be selected to fill the vacancy. The Employer shall select the successful candidate within thirty (30) working days of the vacancy being posted, unless there are circumstances beyond the Employer's control, in which case the Employer shall provide the Union with notice of the reasons for the delay in filling the vacancy, and the anticipated duration of the delay.

13.05 Trial Period

If an internal candidate is awarded a vacancy, that individual shall be placed on trial for a period of twenty (20) working days. If the successful applicant proves unsatisfactory or requests a return to their former position, upon two weeks' notice commencing within that 20-working day period, the employer shall return the individual to their former position, at the wage rate they were receiving in the former position, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, at the wage rate they were receiving in the former position, and without loss of seniority. The vacant position can then be filled from among any of the other qualified applicants from the original posting, if possible, in accordance with Article 13.04. If there are no other qualified applicants for the original posting available to fill the vacancy, then the position shall be reposted. If no qualified candidates apply for the position after it has been reposted for ten (10) working days, the Employer may, in its sole discretion, determine how the vacancy shall be filled.

13.06 Union Notification

The Union will be supplied with a copy of each job posting. The Union shall also be advised of the name of the successful candidate for a vacancy once determined by the Employer. The name of the successful candidate shall also be posted electronically via e-mail to the employees' work e-mail address.

13.07 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Within seven (7) days after the rate is determined, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting of the Union-Management Committee. Such request will be made in writing within ten (10) calendar days after the receipt of notice from the Employer of such new classification and rate. At such meeting, the parties will review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties mutually agree to a change in the new rate, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to agree on the wage rate for the new job classification, the Employer shall implement the wage rate it deems appropriate for the lifetime of the Collective Agreement, subject to the Union's right to file a grievance claiming that the Employer exercised its discretion in implementing the wage rate unreasonably and/or in bad faith.

13.08 A probationary employee shall not be entitled to bid on a posted job, except with the Employer's permission.

ARTICLE 14 – LAYOFFS AND RECALL

14.01 Lay Off and Recall Procedure

An employee given notice of layoff shall, within seven (7) working days of receiving such notice, provide the Employer with their written election to accept the lay off and retain recall rights or to displace the employee within their classification with the least seniority, who shall then be laid off. If the employee provided with notice of lay off has the least seniority in their classification, the employee shall be required to accept the layoff.

An employee shall have opportunity of recall from a lay-off to an available vacancy, in order of seniority, provided they have the ability and qualifications, as determined by the Employer, to perform the work requirements of the vacancy.

No new bargaining unit, contract, or temporary employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with Article 12.04(g), or have been found by the Employer to be unqualified to perform the work available.

14.02 Notice of Layoff

In the event of a lay off that is anticipated to be more than thirty (30) working days, the Employer will provide notice of at least twenty-one (21) calendar days in advance of such layoff to affected employees, with a copy to the Union.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.01 Normal Hours of Work

It is understood and agreed that this Article does not constitute a guarantee as to hours of work per day or per week or for any period.

- (a) The normal hours of work shall be seven (7) hours per day, exclusive of sixty (60) minutes total time for unpaid breaks. The normal days per week shall be five (5) days per week scheduled by the Employer with a week being the period from 12:00 a.m. Saturday to 11:59 p.m. the following Friday.
- (b) In no instance will any employee be required to work more than six (6) consecutive days without receiving their day off, unless otherwise mutually agreed.
- (c) The Employer agrees that it will endeavour to provide two (2) weeks' notice of any changes to an employee's shift schedule and/or work location. For certainty, the parties acknowledge that there may be circumstances where an employee's hours of work and/or work location will need to be changed on short notice. For certainty, Early Childhood Educator – Float employees do not have a single work location and this clause does not apply to them.

15.02 Overtime

It is recognized by the parties that, from time to time, the needs of the business may require overtime work and that the jobs involved must be staffed by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer will endeavour to schedule overtime on a voluntary basis. Overtime will be offered by seniority within the classification that is required to perform the overtime work. In the event that the Employer is unable to schedule overtime on a voluntary basis, the Employer will endeavour to schedule overtime in reverse order of seniority, taking into account the particular circumstances of the situation requiring overtime and subject at all times to the Employer's operational needs and requirements.

15.03 Lieu Time

In the event of authorized overtime hours worked in excess of the regular work week and up to 44 hours, employees shall accumulate the equivalent time in paid time off each year (i.e., time in lieu of payment) to be taken as mutually agreed between Employer and employee. Subject to operational needs and the Supervisor's agreement, an employee may take up to two (2) hours of lieu time per work week by leaving work prior to the end of their shift. Otherwise, lieu time must be scheduled at least ten (10) working days in advance of when it is taken and must be taken in blocks of no less than three and a half (3.5) hours.

15.04 Overtime Pay

All authorized time worked beyond forty-four (44) hours per week will be compensated on the basis of one and one half (1½) hours of paid time off at a time mutually agreed between the Employer and the employee.

15.05 No Pyramiding

There will be no pyramiding of overtime; once time worked is used for an overtime calculation, it shall not be used on any other basis for calculating overtime.

ARTICLE 16 – PAYMENT OF WAGES AND ALLOWANCES

16.01 Job Classifications/Rate of Pay

The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 17 – HOLIDAYS

17.01 Holidays

The following shall be recognized as holidays for full-time employees, to be paid for on the basis of the straight time hourly rate specified in this Agreement:

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

or days statutorily celebrated in lieu thereof, regardless of the day on which it falls. Additional holidays legislated by the Ontario Provincial Government shall be immediately added to this list.

Part-time employees shall receive the holiday entitlements listed above pro-rated depending on their hours of work.

17.02 Qualifying for Holiday Pay

In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of their working days immediately preceding and following the holiday concerned. Notwithstanding the previous sentence, an employee may still qualify for holiday pay if the absence is excused by the Employer or if the employee was absent due to:

- (a) An illness or accident that commenced within thirty (30) calendar days of the date of the holiday and confirmed by the provision of a medical note of absence;
- (b) A layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) A leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) A vacation granted by the Employer; or
- (e) An employee's regularly scheduled or otherwise approved day off.

17.03 Holiday During Vacation

If any of the above holidays fall or are observed during an employee's vacation or regular day off, they shall be entitled to an extra day's pay at the straight time hourly rate, or an alternate day off with pay on a date mutually agreed.

For statutory holiday pay purposes, the parties agree that for full time employees working thirty-five (35) hours per week, a statutory holiday is equivalent to 7 hours.

17.04 Float Days

Employees shall be entitled to one float day per year in place of Easter Monday and one float day per year to recognize the cultural and religious diversity of employees, pro-rated to the number of weekly hours regularly worked and based upon the Employment Standards Act. Once an employee has completed two (2) full years of continuous service, they shall be entitled to a third float day. These float days are not cumulative and must be used up within each calendar year or they are forfeited. Float days must be taken as half days (3.5 hours) or full seven-hour days and must be taken at a time mutually agreed to by the employee and the Employer. Float days must be scheduled at least five (5) working days in advance of when they are taken.

ARTICLE 18 – VACATION

18.01 Vacation Entitlement

A full-time employee who on January 1 in each year has:

- (a) Completed their probationary period but has two (2) years or less of continuous service with the Employer, shall receive 70 hours of vacation with pay.
- (b) More than two (2) years of continuous service but four (4) years or less of continuous service with the Employer, shall receive 105 hours of vacation with pay.
- (c) More than four (4) years of continuous service but less than ten (10) years of continuous service with the Employer, shall receive 140 hours of vacation with pay.

- (d) Ten (10) years or more of continuous service with the Employer, shall receive 175 hours of vacation with pay.

If the employee's employment ceases for any reason, the Employer will deduct any vacation taken that exceeds the pro-rated amount of the employee's annual vacation entitlement from the amounts owing to the employee upon cessation of employment.

18.02 Vacation Scheduling

The Employer will endeavour to schedule an employee's vacation by taking into account the employee's preference and seniority, subject at all times to the operational and program needs and requirements of the Employer. Vacation days must be taken by employees as full seven-hour days.

Employees must use their full vacation allotment by the end of the first pay period on or after December 31 of each year. At that time, unused vacation credits will be forfeited, unless an exception to the rule had been approved in writing by the Executive Director.

18.03 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

Vacation requests shall be submitted in writing no less than two (2) weeks in advance of the requested time off. Vacation requests shall be approved in writing within five (5) business days of the request being submitted.

Once finalized by the Employer, vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer in writing.

18.04 Part-Time Employees

Part-time employees shall receive vacation entitlement based on full-time equivalent length of service and shall be granted vacation hours proportionate to full time employees.

18.05 Leaves of Absence

Employees shall not be paid pursuant to Article 18.01 for paid vacation days while on a job-protected, unpaid leave of absence, or for any other period during which they would not have worked except when on leave of absence for Pregnancy or Parental leave, in which case they shall continue to accrue their vacation days as set out in Article 18.01.

18.06 Vacation Pay during Inactive Periods of Employment

An employee who is not actively employed for a period of time in their vacation year shall only receive a proportionate vacation entitlement, based on the months of active employment in the vacation year.

ARTICLE 19 – EMPLOYEE BENEFITS

19.01 Health and Welfare Benefits

The Employer agrees to continue to pay the premiums necessary to maintain the extended health and dental coverage in place at the time of the signing of this Agreement for those employees who are not on strike or lay-off, and who meet the eligibility criteria set out in Article 19.04. Those employees on Workers Compensation will receive benefit entitlement in accordance with the provisions of the Workplace Safety and Insurance Act, 1997. The benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance.

The Employer shall also offer the following insurance coverage to eligible employees:

- Accidental Death and Dismemberment Insurance;
- Life Insurance; and
- Long Term Disability Insurance.

If an employee elects to accept the above-noted insurance coverage, the employee shall be solely and exclusively responsible for all premiums necessary to maintain such coverage. If an employee fails to pay their premium contributions, the Employer shall not be required to maintain the above-noted insured benefits.

19.02 Master Policy

The Union shall be provided with a current copy of the Master policy of all insured benefits pertaining to members of the Bargaining Unit.

19.03 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. When making such a substitution, the Employer shall notify the Union. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

19.04 Eligibility

Permanent full-time employees and permanent part-time employees who regularly work 26 or more hours per week are eligible for Supplementary Health Benefits after 3 months of employment.

19.05 Disputes

Any dispute over payment of benefits under such plans or policies shall be adjusted between the Employee and the insurer concerned. The Employer will use its best efforts to assist in the settlement of any such disputes.

19.06 Collective Agreement Does Not Modify Benefit Plans

Notwithstanding anything to the contrary in the provisions of this Collective Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The responsibility rests with the employee to complete all eligibility requirements of the existing carriers of all medical, health and welfare benefits under this Collective Agreement.

ARTICLE 20 – SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

“Sick leave” means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997.

Employees may use available sick leave credits for pre-scheduled doctor's appointments as long as: a) five days' notice is provided by the Employee to their supervisor; and b) the Employee takes the time off in either ½ day or full day increments.

Sick days may be used to care for a sick child or other dependent.

20.02 Amount of Sick Leave

Employees will be entitled to a maximum of 105 hours of sick leave credits per calendar year. Part-time employees shall be entitled to sick leave hours on a proportionate basis, as compared to full time employees.

20.03 Proof of Illness

If an employee is absent due to sickness for two (2) consecutive working days or where the Employer has reason to believe a pattern of suspicious absences has occurred, the Employer may require an employee to provide a medical certificate to their direct supervisor in order to qualify for sick leave pay by drawing on available sick leave credits. Such medical certificate shall state: the anticipated duration of the illness or injury, the resulting workplace restrictions, and when the employee is anticipating to be fit to resume work. Failure or refusal to furnish such medical certificate will result in the employee not being paid for the time away from work and may, in the discretion of the Employer, result in disciplinary action, up to and including the termination of the employee's employment and seniority.

If an employee is absent due to sickness for five (5) consecutive days, the Employer is entitled to require additional medical information, including the nature of the illness or injury.

It is understood that the Employer will pay for the costs of a requested medical note that meets the requirements set out herein.

20.04 Sick Leave during Leave of Absence

When an employee is given a leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence but shall retain their available sick leave credit if any, existing at the time of such leave or lay-off.

20.05 No Accumulation or Payment of Sick Leave

Sick leave credits do not accumulate from year to year and cannot be carried forward. This includes any sick leave credits accumulated prior to January 1 in an employee's first year of employment.

There shall be no cash payout for accumulated sick leave credits within a given calendar year.

20.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify their direct supervisor of this fact as soon as possible, and in any event at least two (2) hours in advance of the commencement of their scheduled shift. This requirement may be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control. Sick days shall be taken as full days wherever possible.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Personal Leave of Absence

All permanent employees are eligible to apply for an unpaid leave of absence upon completion of the probationary period.

- (a) Unpaid personal leaves are for personal reasons (e.g., sabbaticals, study, travel, etc.) and with the express intention to return to work. Unpaid personal leaves must be used for no less than one month and no longer than 12 months.
- (b) Employees must make an application in writing to their direct supervisor, stating the reason for the request and the duration. The application must be made as soon as possible, and in any event at least 60 days prior to the proposed commencement of the leave of absence.
- (c) Vacation, sick or personal days will not accrue or accumulate during the period of a personal leave of absence.
- (d) Final approval of all applications for unpaid personal leave can only be authorized by the Executive Director. Such requests shall not be unreasonably denied.

- (e) Employees who are granted an unpaid personal leave pursuant to this Article may not request another personal leave until at least twenty-four (24) months have elapsed since the end of their previous leave.

21.02 Union Leave

- (a) The Employer, on receiving ten (10) days' notice in writing from the Union, will grant a leave of absence without pay for Union business, provided that this leave does not unduly interfere with the operations of the Employer, to a cumulative total of fifteen (15) days per calendar year for the entire bargaining unit. In addition, every other year, the Employer, on receiving twenty-eight (28) days' notice in writing from the Union, will grant a leave of absence without pay to attend the CUPE National Convention, provided that this leave does not unduly interfere with the operations of the Employer, to a cumulative total of eight (8) days for the entire bargaining unit. Leave to attend the CUPE National Convention will not be requested for more than one person in the same department. Such leaves shall not be unreasonably denied. For certainty, the annual entitlement to fifteen (15) days per calendar year for the entire bargaining unit may also be used to attend the CUPE National Convention, provided that twenty-eight (28) days' notice is provided.
- (b) Upon request of the Union, confirmed in writing, and provided that reasonable notice is given to the Employer, a leave of absence without pay may be granted to an employee elected as an Executive Board Member and/or Executive Officer of the Union, or for temporary opportunities with CUPE National for the purpose of conducting the internal business affairs of the Union. Such a request will be made with respect to no more than one (1) employee at a time.
- (c) During any leave of absence under this Article, the Employer shall maintain the employee's salary and benefits, and shall be reimbursed by the Union for all of its costs to do so.

21.03 Pregnancy and Parental Leave

Pregnancy and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, 2000.

21.04 Bereavement Leave

Upon the death of an Employee's spouse/partner, parent, step-parent, child, step-child, sibling, step-sibling, parent-in-law, sibling-in-law, grand-parent, and grand-child such employee shall be granted bereavement leave of five (5) full days without loss of pay or benefits.

Upon the death of an Employee's aunt, uncle, cousin, niece or nephew (or equivalent gender free familial relationship), such employee shall be granted bereavement leave of one (1) full day without loss of pay or benefits.

The Employer on request, and in its sole discretion, may grant either paid or unpaid bereavement leave separate and apart from the entitlement set out in the above paragraph. Such request shall not be unreasonably denied.

21.05 Jury Duty

An employee who is selected for service as a juror will be compensated for loss of pay for up to 5 working days from their regularly scheduled shift due to such jury service. Such compensation will be based on their regular scheduled hours at their regular straight time hourly rate. However, should the employee present themselves for selection as a juror and not be selected then they are required to return to the premises to complete their remaining normally scheduled work day.

In order for an employee to qualify for payment under this Article, they must:

- (a) Inform their direct supervisor within twenty-four (24) hours of receiving their notice to appear as a juror; and
- (b) If subsequently selected for jury duty, inform their direct supervisor as soon as possible.

If released from service as a juror and four (4) hours or more remain in the employee's regular scheduled hours, the employee shall return to the premises to complete their remaining normally scheduled work day. As a condition of receiving any payment under this Article, the employee shall provide a written statement to the Employer indicating the date of their service as a juror, the time so spent for their services as juror and the dates scheduled to work for the period of the jury duty.

21.06 Witness Leave

- (a) An employee who is subpoenaed as a witness in a proceeding related to their employment with the Employer shall receive a paid leave of absence.
- (b) An employee summoned as a witness in any court in a proceeding not related to their employment with the Employer shall receive an unpaid leave of absence.

ARTICLE 22 – OPERATIONAL CHANGES

22.01 Operational Changes

If the Employer has decided to make significant operational changes that will result in layoffs of employees within the bargaining unit, the Employer agrees to notify the Union in advance of the changes being implemented and shall, if possible, provide at least ten working days of notice. The Employer also agrees to discuss these significant operational changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

If the Employer changes the name of an employee's job title and/or the name of the department in which they work, the Employer shall advise the employee within ten (10) working days of making such change.

ARTICLE 23 – BULLETIN BOARD

23.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of interest to its members such as notice of meetings, special meetings, seminars, or Union activities. Notices must be approved by the Union Local President or Unit Steward.

Notices critical of the Employer or which are political advertisements in nature shall not be posted.

23.02 Proper Conditions

Appropriate storage space shall be provided for employees to leave their clothing or belongings in during working hours. For clarity, the Employer shall not be responsible for any lost or stolen items.

23.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the parties shall share equally the cost of printing and distributing sufficient copies of this Agreement to all parties.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Effective Date and Term

This Agreement shall commence on January 1, 2024 and continue until December 31, 2026. This Agreement shall continue from year to year thereafter unless amended in accordance with Article 24.02 herein.

24.02 Notice

Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within thirty (30) days after filing notice to bargain for a new amended Collective Agreement.

24.03 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement and shall be agreed to in writing and added directly to the Agreement itself. Any written agreements not explicitly agreed to be incorporated into the Collective Agreement shall not form part of the Collective Agreement. Any change(s) must be agreed to by the National Union and contain the signature of both the CUPE National Servicing Rep and the Employer's Executive Director.

In witness whereof, the Parties have signed this agreement at Toronto, Ontario on
this 15 day of APRIL, 2024.

For the Canadian Union of Public
Employees, Local 5239:

East York East Toronto Family
Resources Organization:

Michael H. Hall

[Signature]

[Signature]

[Signature]

[Signature]

Robin Silver

LETTER OF UNDERSTANDING #1

Between
East York East Toronto Family Resources Organization
And
Canadian Union of Public Employees, Local 5239

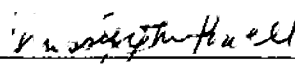
RE: Grandparented Employees Vacation Entitlements

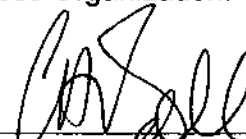
The parties acknowledge and agree that employees employed in the bargaining unit on January 1, 2017 shall not have their vacation entitlements reduced as a result of the application of Article 18 of the Collective Agreement.

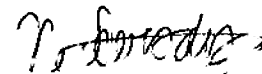
Signed by the Parties at Toronto, Ontario on this 15 day of APRIL, 2024.

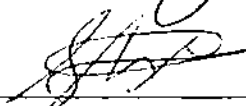
For the Canadian Union of Public
Employees, Local 5239:


East York East Toronto Family
Resources Organization:

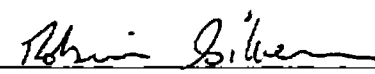












LETTER OF UNDERSTANDING #2

Between

East York East Toronto Family Resources Organization

And

Canadian Union of Public Employees, Local 5239

RE: Grandparented Employees Insured Benefits

The Employer agrees to continue to pay the premiums necessary to maintain the following insurance coverage to eligible employees employed in the bargaining unit on January 1, 2021:

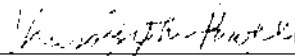
- Accidental Death and Dismemberment Insurance;
- Life Insurance; and
- Long Term Disability Insurance.

For certainty, the Employer's agreement to pay these premiums ceases when the employee's employment with the Employer ends, irrespective of the reason for the cessation of employment. In addition, this Letter of Understanding does not apply to any employees whose employment commences on or after January 1, 2021.

Signed by the Parties at Toronto, Ontario on this 15 day of APRIL, 2024.

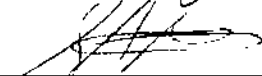
For the Canadian Union of Public
Employees, Local 5239:


East York East Toronto Family
Resources Organization:













SCHEDULE "A"

Job Band	Current Hourly Rate (2023)	Jan. 1, 2024 (\$0.68 increase)	Jan. 1, 2025 (\$0.58 increase)	Jan. 1, 2026 (\$0.60 increase)
Job Band A Administrative / Program Assistant (Housekeeper/Food Prep, Program Assistant, Administrative Assistant, Food Prep Assistant)	\$16.25	\$16.93	\$17.51	\$18.11
Job Band A2 Childcare Program Assistant	\$19.58	\$20.26	\$20.84	\$21.44
Job Band B Early Childhood Assistant	\$20.18	\$20.86	\$21.44	\$22.04
Job Band C Early Childhood Educator Early Childhood Educator – Float	\$24.26	\$24.94	\$25.52	\$26.12
Job Band D Program Worker (OCS Program Worker, OEYC Program Worker, Early Learning and Care Worker, Rent Bank Worker, Housing Help Worker, Special Needs Worker)	\$19.81	\$20.49	\$21.07	\$21.67
Job Band E Coordinator / Specialist / Facilitator (Tenancy Support Specialist, OEYC Coordinator, Online Resource Specialist, OCS Coordinator, Landlord Connects Facilitator, Training Facilitator)	\$22.38	\$23.06	\$23.64	\$24.24
Job Band E2 Assistant Supervisor – Childcare	\$27.96	\$28.64	\$29.22	\$29.82

****All current employees who are not paid at the rate for their job classification that is listed above will be Grandparented at their current rate of pay and will receive any percentage increases that are provided to rest of the bargaining unit.**

:kd/COPE491