

COLLECTIVE AGREEMENT

BETWEEN

DUBLIN HEIGHTS COMMUNITY CHILD CARE INC.

(Hereinafter referred to as the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 5213**

(Hereinafter referred to as the "Union")

JANUARY 1, 2024 - DECEMBER 31, 2026

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ARTICLE 1 - PREAMBLE

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

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to.
- 3) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 4) To maintain a high standard of care for the children and promoting their intellectual, physical and emotional development.
- 5) To encourage and promote co-operation and mutual support between child care workers, the employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for the day care generally and are adversely affected by attempts to restrain or cutback government expenditures for child care.
- 6) To encourage and promote the development of accessible, affordable, quality child care as a universal right for all parents and children.
- 7) To recognize that the Employer operates a major child care centre using a volunteer parent board which may change from time to time.
- 8) To acknowledge that Dublin Heights Community Child Centre is a non-profit centre.
- 9) To promote the use of non-adversarial approaches to the solution of problems.

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

ARTICLE 2 – RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed at Dublin Heights Community Child Care save and except students, supervisors, and persons above the rank of supervisors.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases agreed mutually upon in writing by both parties, or in cases of emergency or unforeseen circumstances.

2.03 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services currently performed by the employees shall not be contracted out, save and except, for circumstances where there is no bargaining unit member, ready, willing or able to perform said work or services.

2.04 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

2.05 Representatives of Canadian Union

An authorized Representative of the Union will be entitled to visit the workplace during working hours subject to the following;

- a) The Union Representative speaks to or communicates in writing with the Supervisor, not less than forty-eight (48) hours prior to such visit and, receives permission to visit. The Employer agrees that such permission will not be unreasonably denied.
- b) The Union agrees that visits to the workplace shall not supplant the proper operation of the grievance procedure and will not interfere with work, care to the children, or the operation of the child care centre.

2.06 Definitions

This Collective Agreement is applicable to all full-time, part-time and supply employees. Employment Categories and positions under this agreement shall be defined as follows:

Employment Categories:

- a) Permanent Full-time employees shall be defined as those employees scheduled to work between thirty-two (32) and forty (40) hours a week.
- b) Permanent Part-time employees shall be defined as those employees scheduled to work fewer than thirty-two (32) hours during the school year (September through June).
- c) Supply employees shall be defined as an employee who is on call to replace Full Time or Part Time Employees in a temporary vacancy.
- d) Probationary Employees shall be defined as newly-hired employees shall be considered on a probationary basis for a period of six (6) calendar months.
- e) Students shall be defined as those College or University students working in the workplace for the purposes of a placement through their academic program.

Employee Positions:

- a) Registered Early Childhood Educator ("RECE") shall be defined in accordance with the Child Care and Early Years Act and the College of Early Childhood Educators as a person who:
 - i. Is a member of good standing, with the College of Early Childhood Educators of Ontario.
- b) Early Childhood Assistant ("ECA") shall be defined as a person who holds:
 - i. A certification in Early Childhood Assistance from an Ontario College of Applied Arts and Technology; or;
 - ii. Has 1 (one) or more years working experience with children in licensed group setting; or;
 - iii. Is attending an Ontario College of Applied Arts and Technology or Degree Program in Early Childhood Education.

ARTICLE 3 –MANAGEMENT RIGHTS

3.01 Management Rights

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

- i. Maintain order and efficiency;
- ii. Make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its Employees;
- iii. Discharge, suspend or otherwise discipline non-probationary Employees for just cause and, demote, discipline, suspend or discharge a probationary Employee for any non-discriminatory reason;
- iv. Select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- v. (Subject to any limitations and restrictions elsewhere in this Agreement and subject to statute,) determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting times; work assignments; working schedules; methods of doing the work; the location of work; the number of shifts, the functions to be performed and the methods, procedures and equipment to be used job content, quality standards; dress standards consistent with the Employer's current practice as at the date of ratification; the qualifications of an employee to perform any particular job; decide when overtime shall be worked and require employees to work overtime; and require for justifiable reason medical examinations in accordance with the Workplace Safety and Insurance Act, the Child Care and Early Years Act, or as otherwise authorized by statute.
- vi. Have the sole and exclusive jurisdictions over all operations, building and equipment.

The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement and agree not to act in an arbitrary or discriminatory manner.

ARTICLE 4 - NO STRIKE OR LOCKOUTS

4.01 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 there will be no lockout, in accordance with Provincial Government Laws and Regulations

ARTICLE 5 - NO HARRASMENT OR DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination on the basis 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, or any other protected ground under the *Human Rights Code*, as amended from time to time.

5.02 Respectful Workplace

- 1) The Employer and the Union jointly affirm that all parties – bargaining unit employees, management employees and members of the Board of Directors - shall be entitled to a respectful workplace. The environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone improper behaviour on the part of any person, which would jeopardize an employee's dignity and well-being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

- 2) Definitions:

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all-inclusive, have been designed to accommodate the different types of concerns that may arise.

- a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time and can include:

- Rude comments and swearing as well as spreading unfounded or misinformed rumours that damage a person's reputation;
 - Actions that invade privacy or personal property or unwelcome gestures; and
 - Display or distribution of electronic material that offends.
- b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.
- c) Harassment is any behaviour that demeans, humiliates or embarrasses a person and that a reasonable person should know would be unwelcome and includes:
- Verbal abuse;
 - Actions such as touching or pushing;
 - Comments such as jokes and name calling;
 - Verbal threats, accusations, coercion; or
 - Displays such as posters and cartoons that offend.
- It may be a single incident or continue over time.
- d) The parties also agree that there shall be no discrimination or harassment as defined by either Ontario's Human Rights Code or the Occupational Health and Safety Act.

5.03 Sexual Harassment

1. Definition:

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- a) Unnecessary touching or patting;
- b) Suggestive remarks or other verbal abuse;
- c) Leering at a person's body;
- d) Compromising invitations;
- e) Demands for sexual favours;
- f) Physical assault.

2. The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action.
3. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
4. No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 Union Security

All 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.

6.02 Deductions

Deductions 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 month following, accompanied by a list of the names addresses and 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 Secretary of the Local Union.

6.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union, once during the employee's first month 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 interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed thirty (30) minutes in duration.

6.04 New Hires

Newly-hired employees shall be considered on a probationary basis for a period of six (6) calendar months. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

Employees who have worked for a minimum of one (1) year and who are defined as a contract employee, or supply staff who have accumulated at least 500 hours within one year (rolling period), and successfully post into a permanent full-time or part-time position will only be required to complete a three (3) month probation period. However, such probationary period may be mutually extended by one (1) month.

6.05 T4 Slips

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

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 Supervisor or their designate and the Secretary of the Union.

ARTICLE 8 – LABOUR-MANAGEMENT

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 personnel with whom the Union may be required to transact business.

b) Union Officers and Committee Members

The Union shall advise the Employer of the names of the Union officers and committee members any time such officers/members are elected, appointed or changed.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration provided it does not interrupt the care being provided to the children. Permission to leave during working hours for such purposes shall be at the sole discretion of the Supervisor which shall not be unreasonably denied. No more than one (1) employee shall be entitled to leave their work for the purposes of this sub-article at a time unless agreed to by Supervisor.

8.02 Bargaining Committee

A Bargaining Committee shall be appointed or elected, and the Employer will advise the Union of their committee members. The Union can have up to not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

8.03 Union - Management Committee

A Union/Management Committee shall be established consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

Meeting of Committee

The Committee shall meet upon request of either party, but shall not meet more than four (4) times per year. If an additional request to meet is made by either party, the request to meet will not be unreasonably denied. Its members shall receive a notice

and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

A committee member may only take time off in lieu for time spent on the committee, after they have accumulated the equivalent of one (1) of their full standard working days. The committee member may only take lieu time in one (1) unbroken period equal to one (1) standard working day. This lieu time must be taken within twenty-one (21) working days of the last labour management meeting following the accumulation of the full standard day.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of 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 with respect to its discussions and conclusions.

8.04 Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees. The committee shall normally meet once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis

designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Scheduled time spent in such activities is to be considered time worked. Scheduled time spent in all such activities shall be considered as time worked.

- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Grievance

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

9.02 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.

9.03 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance 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.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

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 such Union duties, including work performed on various committees, shall be considered as time worked.

9.04 Settling of Grievance

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

Complaint Step:

The aggrieved Employee shall discuss their complaint with their immediate Supervisor within fifteen (15) working days after the occurrence of the circumstance giving rise to the complaint.

Step 1

If the complaint is not settled within ten (10) working days of the discussion, the aggrieved employee or steward will submit their grievance in writing to their immediate supervisor. The Supervisor shall provide their decision within ten (10) working days after receipt of such notice.

Step 2

If the grievance is not settled at Step 1, the union on behalf of the aggrieved Employee shall present the grievance to the Board of Directors within ten (10) working days of the receipt of the Supervisors decision or the time when such decision should have been received. Upon receipt of the grievance the Board will discuss the grievance with the greivor and union representative at the next scheduled Board meeting. The Board shall provide a written answer to the grievance to the union within ten (10) working days of said meeting.

Mediation

The parties may agree to use the services of a mediator prior to referring the grievance to Arbitration. The parties agree to share the costs of the mediation.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

9.05 Policy Grievance

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

9.06 Replies in Writing

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

9.07 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall supply the necessary facilities for the grievance meetings in accordance with the practices and guidelines as set out by the Toronto District School Board.

9.08 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

9.09 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

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within thirty (30) days of the decision under Step 3 of the Grievance Procedure.

10.02 Payment of Arbitration

Each of the parties will bear its own expenses with respect to any arbitration proceedings, except that the parties will bear jointly the expenses of the arbitrator on an equal basis.

10.03 Selection of Arbitrator

The party referring the grievance to arbitration shall propose, in writing, to the other party the names of three (3) individuals to act as the sole arbitrator. If the proposed individuals are unacceptable, the other party shall propose three (3) additional names for consideration. In the event that the parties cannot agree on an appointment after taking these steps, they may continue to exchange names or request an appointment by the Minister of Labour, pursuant to section 48(4) of the *Ontario Labour Relations Act, 1995*, as amended from time to time.

10.04 Time limits

Time limits specified in the Grievance or Arbitration Procedures are mandatory and not merely directory and may only be extended by mutual agreement, in writing, between the Employer and the Union. Section 48(16) of the *Ontario Labour Relations Act, 1995*, as amended regarding extension of time does not apply.

10.05 Single Arbitrator

- a) The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator for each grievance.
- b) The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 No non-probationary employee shall be discharged or disciplined without just cause.

11.02 No employee shall be advised of discipline without the presence of a Union Steward, unless the disciplined employee advises the Employer that they do not wish to have a Union Steward present. Any Union Steward or employee involved in a disciplinary meeting with the disciplined employee shall ensure that the matter remains confidential, with the exception of necessary disclosure to official Union representatives.

11.03 It is agreed by the parties that the Union shall be notified immediately of any suspension or discipline, discharge of any employee.

11.04 Employee Record

The record of an Employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of warning or any adverse reports.

11.05 Access to Personnel File

Employees may, upon written request to the Supervisor, review their personnel file. The Employee may be accompanied by a Union Representative. Such review must be made outside of the Employee's regular working hours, for which the employee will not be paid, in the presence of the Supervisor at a time that is mutually arranged between the Employer and the Employee concerned and may only occur twice (2x) per calendar year.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Full -Time Permanent will accumulate seniority based on their date of hire. Part-time and casual staff will accumulate seniority based on hours worked. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain seniority lists 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 main bulletin board in January of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 12.03 below.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs, and unless otherwise specified. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

12.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of six (6) calendar months. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, on a leave as a result of an investigation by the College of Early Childhood Educators, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated through the grievance and arbitration process

- b) They resign and do not rescind within twenty-four (24) hours.
- c) They are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) They fail to return to work within five (5) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off in excess of eighteen (18) months.

12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

12.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one (1) group to another for purposes of establishing a seniority date: two thousand and eighty (2080) hours PAID equals one (1) year.

12.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one (1) group to another for purposes of establishing a seniority date: one (1) year equals two thousand and eighty (2080) hours PAID.

ARTICLE 13 - PROMOTION AND STAFF CHANGES

13.01 a) Job Postings

- i. When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards or in an area visible to employees, with a copy of the Union. The position shall be

posted for a period of ten (10) working days so the interested employees can apply

- ii. The Job posting notice shall contain the following information: nature of the position including the duration, qualifications, shift, wage or salary rate or range
- iii. Within ten (10) days of the posting being closed, The Employer will conduct interviews with all qualified interested candidates. Within five (5) days of the final interview, The Employer shall notify the successful candidate and post the name of the successful candidate on the bulletin board
- iv. The Employer shall consider the following factors for the purpose of filling the permanent vacancy:
 - a) the qualifications, relevant experience, skill and ability of the employee;
 - b) the seniority of the employee

When factor a) is relatively equal as between two (2) or more employees, then seniority shall be the determining factor.

b) Temporary Vacancies

Temporary vacancies anticipated being less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) Temporary Job Postings

A vacancy, which occurs for more than six (6) weeks, will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period.

d) Successful Applicant

The successful applicant for a permanent or temporary full-time vacancy will fill the vacancy within five (5) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

13.02 Information in Postings

The job posting notice shall contain the following information: nature of the position including the duration, qualifications, shift, or salary rate or range.

13.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 13.01.

13.04 Methods of Making Appointment

In making staff changes, transfers, or promotions or appointments the Employer shall consider the following factors:

- a) the qualifications, relevant experience, skill, ability, of the employee; and;
- b) the seniority of the employee

When factor (a) is relatively equal as between two or more employees, then seniority shall be the determining factor.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period twenty (20) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. If there are no unsuccessful applicants then the position would be reposted.

13.06 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, recalls and terminations of employment.

13.07 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their Supervisor, in writing, and no more than seven (7) days prior to beginning the vacation, that their wishes to be considered for any potential job posting which might arise during their vacation. The written notice is only valid during the vacation period immediately following its delivery to the Supervisor.

13.08 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. Once the rate is determined, and then within seven (7) days, 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 with the Employer. 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 reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by an Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 Definition of Lay-Off

A lay-off shall be defined as a lack of work, reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

14.02 Role of Seniority in Lay-Off Procedure

Lay-offs shall occur on a classification basis. Employees within the affected classification may volunteer for a layoff. In the event there are more volunteers than positions for layoffs, seniority shall be governing a factor. If there are insufficient volunteers, employees within the classification shall be laid off in the reverse order of their seniority within their classification.

Where a member opts to take the voluntary lay-off and where the period exceeds the agreed upon return date between the two (2) parties, the employee will have

the right to return to their former position with all rights, and the entire lay-off procedure shall be in accordance with paragraph one.

If an employee is laid off from a higher classification, then the employee will have the option of bumping the least senior person in a lower classification provided they have the skills, abilities and qualifications to perform the position.

14.03 Recall Procedure

Employees shall be recalled in the order of their seniority. When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered letter and shall be given the opportunity to exercise their seniority rights in making application for the vacancy. Employees who choose not to fill vacancies shall remain on lay-off. Employees who have been laid off will be placed on a recall list for eighteen (18) months from date of lay-off.

14.04 No New Employees

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

14.05 Advance Notice of Lay-Off

The Employer shall give the Union and Employees who are to be laid off as much advance notice as possible and in no case less than fifteen (15) working days prior to the effective day of layoff.

14.06 Lay-Off and Recall for Probationary Employees

All probationary employees shall be laid off before permanent employees. Probationary employees shall be required to complete their probationary period following their recall.

14.07 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 15 – HOURS OF WORK

15.01 Normal Hours of Work

The Centre operates from 7:30 a.m. to 6:00 p.m. Monday through Friday, all year round. The Centre is closed on the statutory holidays listed below. It is open on Professional Development Days, may be closed from time to time to meet Toronto District School Board requirements or in other unforeseen circumstances.

In the event of an extended absence of caretakers the Union and Employer will meet to ensure proper planning and procedures are in place for the safe operation of the Centre.

15.02 Program Time

- a) The Employer will make reasonable efforts to provide employees with resources in good working condition and tools to the job properly.
- b) Each staff will be given two and one half (2.5) hours per week to complete room program at a time designated by the Supervisor.

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.

15.04 Protocol for filling shifts with Casual Employees

- a) Priorities for assigning casual employees, recognizing that in all instances the employee must be able to work the entire shift being offered, is as follows:
 - i) RECE; then
 - ii) Seniority
- b) Procedure for obtaining casual coverage:
 - i) In emergency situations: Phone call as with all other employees, if no answer, call goes to the next person immediately.
 - ii) In non-emergency situations: (Where the absence is to be more than forty-eight [48] hours away); Phone call as with all other employees, if no answer, employee has one (1) hour to respond before the next person is contacted.

15.05 Mandatory Preparation Days

Effective 2018, all employees will be expected to work the following days for the purposes of preparing their respective classrooms:

- The PA day in January that falls at the end of the winter/holiday break
- The last PA day of the school year (i.e.: June)
- The last two (2) working day of the summer program

15.06 Late Pickup

In the event a child is picked up after the established closing time, staff will record the time that the child was picked up in a "late fee log book" and have the parent

sign or initial the pickup time. The Employer will address any late pick-up fees directly with the parents/families. Employees will be paid for all time worked, rounded up to the nearest quarter-hour.

15.07 Paid breaks

All employees who are scheduled for a minimum shift of eight (8) consecutive hours will be entitled to a one hour paid break inclusive.

All employees who are scheduled for a shift of six (6) consecutive hours shift will be entitled to a thirty (30) minute paid break inclusive.

All employees who are scheduled for a minimum shift of four consecutive hours but less than six (6) consecutive hours will be entitled to a one paid fifteen (15) minute break inclusive.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

Overtime shall be defined and paid as per the *Employment Standards Act 2000*, as amended from time to time.

ARTICLE 17 – HOLIDAYS

17.01 There shall be eleven (11) fixed paid holidays and one (1) non-fixed paid holiday each calendar year during the term of this Agreement.

The Employer will recognize the National Day for Truth & Reconciliation during the work day.

17.02 Fixed Paid Holidays

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

Beginning in 2019, the Centre will close at 1:00 pm on Christmas Eve, with the remainder of the day being unpaid. Notwithstanding the expectation that this half-day closure is unpaid, the Board of Directors will, in its direction, determine whether it will grant this half-day as a paid half-day instead.

Employee's Birthday Day

One (1) day to be taken at a time mutually convenient to the Employee and their Supervisor. Whenever possible this day will be taken on the employee's birthday, and in any event within two (2) weeks of – whether before or after – their birthday. If the Employer is not able to grant the request either on the specific date requested or within the required timeframe, the Employer will ensure that a day off is granted within one month of the requested date.

17.03 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, one (1) other day shall be deemed to be the Holiday for the purpose of this Agreement.

17.04 Entitlement days must be taken in no less than half-day increments and will be tracked as such.

ARTICLE 18 - VACATIONS

18.01 Paid Vacation

Permanent Full time and Permanent Part time employees shall receive the following paid vacation prorated to their hours of work:

One to two (1-2) years	Ten (10) working days
Three to five (3-5) years	Fifteen (15) working days
Six (6) years	Seventeen (17) working days
Seven (7) or more years	Twenty (20) working days

During the first (1st) year of employment, paid vacation will accrue at the rate of (point eight-three) 0.83 days per month.

Permanent employees shall be entitled to receive one (1) day of additional vacation for every two (2) years worked after nine (9) years, to a maximum of twenty-five (25) days. The additional days are granted to eligible employees as of the start of the year in which they would complete the requisite year. Any employee who surpasses twenty-five (25) years' service will also be granted an additional two (2) days.

Supply employees shall receive the following:

- Four percent (4%) of gross annual earnings or the equivalent in paid time off, pro-rated in first year of employment.
- After five years they will receive six (6%) of gross annual earnings or the equivalent in paid time off.

Vacation days must be used within the calendar year. Entitlement days must be taken in no less than half-day increments and will be tracked as such.

18.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

18.03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to vacation pay, if any, pursuant to the *Employment Standards Act 2000*, as amended from time to time.

18.04 Vacation Schedules

Deadlines for submitting vacation requests are below. Vacation time will not be granted during the first (1st) week of the new school year, the first (1st) week of summer programs, the last two (2) days of summer programs or the last Friday of the winter/holiday break; currently referred to on the TDSB calendar as the Christmas break or any PA days unless the PA days are included within a requested/scheduled vacation of one week or more, or if the PA Day falls on a religious holiday.

- For vacations falling in June, July and August, vacations requests must be made no later than April 1st. The vacation schedule for this period will be posted no later than May 1st. They will be granted in accordance with seniority.
- For vacations falling during the Christmas Holidays, vacation request must be made no later than November 1st. The vacation schedule for this period will be posted by November 15th. They will be granted in accordance with seniority.
- For vacations falling between September to December and January to May will be approved on a first come basis and approved within ten (10) working days of receipt of request.
- Once a vacation request is approved, an employee cannot alter their approved vacation period, unless a request to do so is approved by the Supervisor.

18.05 Unbroken Vacation Period

When an employee requests an unbroken period of vacation, they shall be entitled to receive their vacation in an unbroken period of a minimum of ten (10) days unless otherwise mutually agreed upon between the employee concerned and the Employer.

18.06 Illness During Vacation

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer as per Article 19.02, by the employee that an illness or accident occurred while on vacation.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

18.07 Bereavement During Vacation

- a) Bereavement leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee, which in the event that a death occurred while on vacation and the employee is eligible for bereavement leave.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted in the event of a death occurring immediately prior to the scheduled vacation.

18.08 Vacation Scheduling

A maximum of five (5) staff members will be entitled to be off on at any given time, subject to operational requirements. Additional requests for vacation may be granted should operational requirements allow.

18.09 Vacation Carry Over

Employees will be entitled to carry over a maximum of seven (7) days' vacation to be used within the first six (6) months of the next calendar year. If there are special circumstances the timeframe for use can be extended upon mutual consent of the Employer and employee. Any unused carryover days will not be paid out if not taken within the specified timeframe.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 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.

19.02 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. Employer shall bear the cost of a medical certificate, to a maximum of \$30.00 per certificate/note.

19.03 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall telephone the Supervisor or their designate and advise of this fact no later than 10:00 pm the evening before the commencement of their scheduled shift. If the employee becomes aware they are unable to attend their shift after 10:00 pm, then they must telephone the Supervisor or their designate no later than 6:00 am of the day of their scheduled shift. This requirement may be waived by the Employer where the employee was unable to give such notice due to circumstance beyond their control.

19.04 Paid Sick Leave - Full-time employees

Full Time employees shall be entitled to twelve (12) days of paid sick first twelve (12) months of employment, five (5) of which may be used as paid Mental Health Days, sick days will accrue at the rate of one (1) days per month. Starting in the sixth (6th) year of employment full time employees shall be entitled to fifteen (15) sick days. Sick days cannot be carried over from year to year.

Mental Health Days may not be taken immediately prior to, or immediately after, a scheduled vacation.

Where possible, the Director/Supervisor should be given two (2) weeks' notice of the intent to use Mental Health Days. Mental Health Days may be granted by the Director/Supervisor as long as the staffing needs of the Centre can be met.

19.05 Paid Sick Leave - Part-time employees

Part time employees shall be entitled to twelve (12) days at the rate of their regular work day, of paid sick/personal leave per calendar year, five (5) of which may be used as paid Mental Health Days. One (1) day will accrue during the probationary period and one (1) day per month thereafter during the first year of employment. After that period, twelve (12) months of employment, sick days will accrue at the rate of one (1) day per month. Starting in the sixth (6th) year of employment part time employees shall be entitled to fifteen (15) sick days.

Sick leave may not be carried over from year to year.

Mental Health Days may not be taken immediately prior to, or immediately after, a scheduled vacation.

Where possible, the Director/Supervisor should be given two (2) weeks' notice of the intent to use Mental Health Days. Mental Health Days may be granted by the Director/Supervisor as long as the staffing needs of the Centre can be met.

19.06 Entitlement days must be taken in no less than half-day increments and will be tracked as such.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any non-probationary employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Approval is dependent on the individual case and the impact on the operations of the Employer. Such leave is not to be unreasonably denied.

20.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

20.03 Leave for Union Function

Upon written request by the Union, The Employer may grant a leave of absence without pay or loss of seniority for Employee to attend conventions or seminars, schools and conferences of the Union. The Union will give not less than fifteen (15) working days written notice. Such approval will not be unreasonable withheld; however, it understood that leave may be withheld related to operational requirements. No more than on (1) bargaining unit employee may be on approved leave under this sub article at any time.

During any leave for Union Conventions and Seminars, the Employees' regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs.

20.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence up to twelve (12) months without pay and without loss of seniority. Such leave may be granted subject to operational requirements of the Employer but shall not be unreasonably denied. No more than one (1) bargaining unit employee may be one leave under this sub article at any time.

20.05 Family Leave

Employees shall be granted a leave of absence without pay of eight (8) weeks to care for an individual described in Article 20.05 a) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

- a) Article 20 applies in respect of the following individuals:
- i) The Employee's spouse.
 - ii) A parent, step-parent or foster parent of the employee.
 - iii) A child, step-child or foster child of the employee or the employee's spouse.
 - iv) Any individual prescribed as a family member for the purpose of this section.

Such leave is without pay, but without loss of seniority or benefits

20.06 Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a) i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under Article 20.07 d) Parental Leave.

- b) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the

Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- c) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 20.06 (b).

- d) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

- e) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental

Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that they intend to take parental leave.

20.07 Parental Leave

- a) Eligibility- An employee who has been employed by their employer for a least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave following:
- i) the birth of the child;
 - ii) the coming of the child into the custody, care and control of a parent for the first time.
- b) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.

- c) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

20.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Payment by the employer under this clause shall be restricted to a maximum of five (5) working days.

Time spent by an employee, when they would otherwise be working, required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay

20.09 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for four (4) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for three (3) days. This clause applies only for a legal or blood-related individual as described.
- d) Where the employee is travelling out of the country to attend the funeral, they will also be entitled to reasonable travelling time, which is unpaid.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries/wages bi-weekly in accordance with Article 26 attached hereto and forming part of this Agreement. On each pay, Each Employee shall be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

21.02 Pay on Transfer, Lower Rated Job

- a) When an Employee is temporarily assigned to a bargaining unit position paying a lower rate, their rate shall not be reduced.
- b) When an employee is temporarily assigned to a bargaining unit position paying a higher rate, their rate shall be increased to the higher rate for the duration of the assignment. For administrative ease, such eligible hours will be tracked and a reconciliation will be done at the end of the fiscal year and a lump sum paid out for any eligible hours worked at the higher rate, unless an employee works five (5) or more such days within one (1) pay period, in which case the premium payment will be made on the next regular payroll (and so reflected on the employee's pay stub).

It is recognized that, with respect to part b) only, (higher rate transfer) "temporarily assigned" means at least one (1) full working day.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

22.02 Change of Carriers

The level of benefit coverage as outlined in the benefit plans shall be maintained at the current levels identified in the benefit plan booklet and shall be subject to the terms and conditions of the plan documents as amended from time to time. The Employer shall not be prevented from changing the insurance carrier or any of the insured benefit plans or self-insure as it sees fit provided the level of benefits in Sunlife Financial, policy number 165441 are not reduced during the life of the agreement.

The benefit plans shall not form part of this collective agreement.

22.03 Reimbursement of Costs

- a) Employees will be reimbursed the cost per calendar year in relation to the registration/license fees for the College of ECE, recognizing that if an employee leaves within six (6) months of the registration/renewal, the pro-rated portion of their reimbursement will be deducted from their final pay.
- b) Upon proof of payment, employees will be reimbursed the cost of the required Police Reference Check. Employees will also be required to provide the requisite Declaration on an annual basis, as per the requirements of the CCEYA.
- c) The Employer will arrange and pay for the full cost of "in house" training of employees who are required by the Centre or the Ministry of Education to take, renew or upgrade Standard First Aid Training. In addition, if any such training takes place after working hours, the Centre will compensate the Employee. In the event the training is scheduled for more than one (1) session after working hours, employees will be compensated for such time. If an employee misses the "in house" training session(s) and has to reschedule on their own time, then the employee is only eligible for compensation in the same amount as earned by those who attended the "in house" training.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Co-operation on Safety

The parties understand that certain third parties to this collective agreement, namely the Toronto District School Board and the City of Toronto Public Health have rules and regulations regarding health and safety which are binding on the Employer. The Union and Employer agree to be bound by said rules and guidelines.

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 they believe 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 that another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

ARTICLE 24 - CHILD/STAFF RATIO

24.01 Ratios

The Employer and the Union agree that a reasonable ratio of staff to children in the Child Care Center is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees to abide by the Child Care and Early Years Act, as amended from time to time, as a minimum standard.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Proper accommodation

The Employer agrees to provide the employees a non-exclusive space for uninterrupted break area and a locked storage space for personal belongings.

25.02 Bulletin Boards

The Employer shall provide bulletin boards 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. Any material posted must be approved by the Supervisor. Such approval shall not be unreasonably withheld.

25.03 Letter of Reference

On termination of employment for any reason, at the request of the Employee the Employer shall provide a letter of employment confirming start and end date.

25.04 Professional Development

Subject to the discretion of the supervisor, employees shall be permitted to take time off from work without loss of pay or benefits for the purpose of attending workshops related to daycare, writing examinations to upgrade their qualifications pertinent to present employment. Such time shall be limited to a maximum of two (2) workshops/opportunities per year, with a maximum of two (2) calendar days absent. For clarity, employees will be paid for time in session and may be required to re-attend work where the workshop/opportunity does not consume the entire day. Employees will be reimbursed for the cost of these opportunities, to a maximum of three hundred dollars (\$300) per calendar year, upon the provision of a receipt and proof of completion.

In addition, the Employer will ensure that three (3) staff meetings per year are used for Professional Development. Where such a meeting has been designated, that meeting can extend in duration to three (3) hours.

ARTICLE 26 - WAGE GRID

Classification	2024 3.75%	2025 3.5%	2026 3%
Assistant Supervisor	\$31.26	\$32.35	\$33.32
RECE (Full Time and Part Time)	\$28.57	\$29.57	\$30.46
ECA (Full Time and Part Time)	\$24.09	\$24.93	\$25.68
Supply Staff	\$18.55	\$19.20	\$19.78

All salaries above, are inclusive of DOG, WIG and Pay Equity, provide by the City of Toronto.

GENERAL WAGE INCREASE

- Supply Staff rate increased by \$1.00 plus the GWI as indicated below
- January 1, 2024 3.75% GWI to all classifications
- January 1, 2025 3.5% GWI to all classifications
- January 1, 2026 3% GWI to all

ARTICLE 27 - DURATION

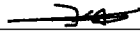
27.01 Effective Date


The term of the Agreement shall be from January 1st, 2024 to December 31st, 2026.

SIGNED AT _____, ON THIS _____ DAY OF _____ 2024


FOR THE EMPLOYER


Regina Wong (Jun 18, 2024 14:47 EDT)



Kelsey Orth (Jun 25, 2024 14:18 EDT)


Elka Gold (Jun 25, 2024 14:42 EDT)



Sumaiya Ahmed (Jun 25, 2024 14:54 EDT)


Svilena Georgieva (Jun 27, 2024 19:27 EDT)

FOR THE UNION


Beena Friedman (Jun 27, 2024 21:40 EDT)


Heather Murray (Jun 27, 2024 21:44 EDT)


Elaine Popescu (Jun 28, 2024 06:27 EDT)


Philip Lee (Jun 28, 2024 09:15 EDT)


LETTER OF UNDERSTANDING #1- RE: EXTRA FUNDING FOR CHILD CARE


For the life of this contract, in the event that the City, Provincial Government or any funding agency provides extra funding, unrelated to current pay equity settlements, specifically targeted to enhance/upgrade the salaries of childcare workers, they will be applied directly to wages.

The Employer will undertake to distribute said grant to eligible employees according to the guidelines set forth by the granting agency.

RENEWED DATE: 9TH OF MAY, 2024

FOR THE EMPLOYER


Regina Wong (Jun 18, 2024 14:47 EDT)



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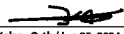
LETTER OF UNDERSTANDING #2 - RE: MULTI SECTOR PENSION PLAN (MSPP)

The parties agree to schedule a presentation on the Multi Sector Pension Plan within 90 days of ratification to explore the option of moving from RRSP to the Pension Plan. The current rate of RRSP Contribution will continue for the life of this agreement.


RENEWED DATE: 9TH OF MAY, 2024


FOR THE EMPLOYER


Regina Wong (Jun 18, 2024 14:47 EDT)



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