

COLLECTIVE AGREEMENT

BETWEEN

KEELMOUNT DAYCARE CENTRE

(herinafter called the "Employer")
Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 2484-26

(herinafter called the "Union")
Party of the Second Part

CUPE / *Canadian Union
of Public Employees*

January 1st, 2022 to December 31st, 2024

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
 - b) 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;
- 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.
- 1.03 It is agreed that subject only to the provisions of the Agreement, nothing shall be deemed to limit the management of the Employer in the exercise of its function to manage and operate the business in all aspects. All other management rights not specifically modified by this Agreement shall continue to be vested in the Employer. The Employer agrees to exercise its rights in a fair and reasonable manner.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent to all employees of Keelmount Daycare of Toronto Inc. save and except supervisors, and those persons above the rank of supervisor, and casual employees.

2.02 Work of the Bargaining Unit

Employees of the daycare whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, training and in cases of emergency and in cases mutually agreed upon by parties. However, the Supervisor can continue to perform bargaining unit work that he is currently doing on program for up to two (2) hours per day.

2.03 Bargaining Unit Employees

The Employer shall not bargain with or enter into any agreement that is inconsistent with the collective agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of

employees, an elected or appointed representative of the Union shall be the spokesperson. The Union will supply the Employer with the names of its officers. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

2.04 Temporary Employees

Temporary employees are employees hired for a fixed time of not more than six (6) months, unless mutually agreed upon by the Employer and the Union. In order to qualify as a temporary employee an individual must be hired to replace a member of the bargaining unit who is ill, on a leave of absence, or on maternity or adoption leave. Temporary employees shall not be eligible for benefit coverage as set out in Article 23. Casual employees are employees hired to replace permanent staff by reason of sickness or unfixed short-term leaves of less than one (1) month. Casual employees shall not be considered members of the bargaining unit.

2.05 Full-time and Part-time Employees

Full time employees are employees who regularly work twenty-four (24) hours per week or more.

Part-time employees are employees who are regularly employed for less than twenty (24) hours per week or less.

ARTICLE 3 – NO DISCRPTION

3.01 Employer Shall Not Discriminate

The Employer and Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practices with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, family relationship to adult working at the Centre, place or residence, nor by reason of her membership or activity in the Union. The Employer further agrees that there shall be no personal harassment, which creates a hostile workplace.

3.02 Relationship

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction, or coercion exercised or practiced by either of them or

their representatives or members because of his activity or lack of activity in the Union. Specifically, no employee shall be harassed due to the fact that they have exercised their rights under law or this Collective Agreement.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

4.01 Employees to be Members

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

4.02 No other Agreements

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

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

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

5.02 Deductions

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the twentieth (20th) day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

5.03 Dues Receipts

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

5.04 Disclosure and Leave with Pay for Dues Collection and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will continue to provide all of the information set out in Article 5.02 above, provided doing so does not contravene any legislation. In addition, the Employer agrees to provide paid union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 Potential Employees

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

6.02 Interviewing Opportunity

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her/his responsibilities and obligations to the Employer and the Union. Such interviewing time will be arranged at the mutual convenience of the Employee and the Centre.

6.03 If an authorized Union representative, who is not employed by the Employer, wants to speak to local Union representatives or employees about a grievance or other official business, she shall make prior arrangements with the Parties. These talks will be arranged at a time mutually satisfactory to the Parties and shall not interfere with the daycare's program. It is understood that union meetings at the Daycare center will normally be held outside of working hours, and that appropriate permits shall be obtained in advance.

ARTICLE 7 – CORRESPONDENCE

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

ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 Union Bargaining Committee

The Employer shall recognize a bargaining committee of up to three (3) employees for meetings held outside of working hours, and two (2) employees for meetings held during working hours. The Union will advise the Employer in writing of the Union members of the Bargaining Team.

8.02 Representative of Canadian Union

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

8.03 Time Off For Meetings

Meetings between the Employer and the union will normally be held outside of working hours. Any two representatives of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration. It is understood that the employee(s) must notify the supervisor at least one (1) full business day prior to the meeting date so that he may arrange supply staff to ensure staff/child ratios.

8.04 Meeting of Team

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given, unless by mutual agreement to do otherwise.

ARTICLE 9 – RESOLUTIONS AND REPORTS OF THE EMPLOYER AND UNION

9.01 The Employer and the Union agree to maintain an open file available to both parties in which both parties shall maintain any government proposed legislation or other rules, regulations or materials relevant to day care centers which come to the attention of either party.

9.02 Within ten (10) days of a request by the Union, the Employer shall make available to the Union the day care budgets, audited financial statements, job

descriptions, postings in the bargaining unit, job classifications and the bargaining unit employment wage rates.

- 9.03 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the terms of this agreement, and the Union agrees that there will be no strike, slowdown, sit down nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct employees to carry out the provisions of this agreement and return to work and perform their regular duties.
- 9.04 Employees have the right to participate in CUPE endorsed political actions without pay. Employees shall provide the Employer with two working days written notice of their intent to participate in political actions. Participation shall not be the basis for any disciplinary actions.
- 9.05 Employees of the day care shall be entitled to elect one (1) representatives from among themselves to present a Staff update to the Board at the monthly Board meetings and to discuss any item that was submitted to the Board as a staff specific issue. This person is not a voting member and may be asked to leave at the end of the report/staff specific agenda items. The Employee/Union will provide at least (1) week written notice of their attendance or ask for a specific issue to be added to the Agenda. The Employer will always provide upcoming meeting dates at least two (2) weeks in advance.

The Board of Directors may also elect a representative from among themselves to attend staff meetings if their presence is requested. Should the need arise, Employees may request a confidential, one on one meeting with a representative of the Board to discuss issues of concern.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

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

10.02 Copies of Resolutions

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

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

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

11.02 Union Stewards

There shall be one Steward and one alternate Steward. The Union shall notify the Employer in writing of the names of such persons and any changes to this list.

11.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating and presenting grievances as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that such duties shall have priority over Union matters and that she/he will not leave her/his work area without first obtaining the permission of her/his supervisor. Stewards shall not suffer any loss of wages as a result of fulfilling their stewarding responsibilities. The Steward shall resume her regular duties as expeditiously as possible and shall report to her immediate Supervisor at that time.

11.04 Definition of Grievance

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

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

11.05 It is the mutual desire of the parties hereto that grievances of employees shall be addressed as quickly as possible and in the order as set out below.

Step 1

It is understood that an employee has no grievance until she has given her Supervisor the opportunity of addressing her complaint. Such grievance must be made within fifteen (15) days from the time it came or ought to have come to the attention of the employee, failing which it shall be barred from grievance procedure. If such grievance is not settled to the satisfaction of the employees concerned within five (5) working days, then the following steps may be invoked in order.

Step 2

The complaint will be prepared as a written grievance within ten (10) working days following the expiration of the time to resolve the complaint in Step 1. Such grievance will state the clauses in the Agreement alleged to have been violated and will be dated and signed by the grievor and will be presented to the Supervisor. At the subsequent Step 2 grievance meeting with the Employer, the Employee shall have the assistance of their Union representative(s). Such meeting shall take place within ten (10) working days unless a longer period is agreed upon by the parties. The supervisor shall give her answer in writing within five (5) working days of the Step 2 grievance meeting.

Step3

If the grievance is still not settled, the Union will present the written grievance to a designated member of the Board of Directors within five (5) working days after receiving the answer in Step 2. The Board of Directors shall consider the grievance at its next monthly meeting and shall render its decision within ten (10) working days after the meeting. Where there is no meeting scheduled, an emergency meeting shall be convened no later than thirty (30) days after receipt of the grievance.

Failing settlement at Step 3, either party may refer the grievance to a Board of Arbitration in accordance with Article 11. If arbitration is to be invoked, the request for Arbitration must be made within ten (10) working days after an answer has been given to the grievance in Step 3 above.

11.06 Policy Grievance

- a) Either party to this agreement may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a question, by one of the parties to this agreement, involving the application, interpretation administration or alleged violation of any provisions of this agreement, but not excluding subject matter which can be presented as an individual grievance.

- b) A union policy grievance shall be filed at Step 3 of the grievance procedure. An Employer policy grievance shall be filed with the National Representative of the Union.
- c) The responding party to the policy grievance shall give its written response within ten (10) working days from receipt of the grievance. Failing settlement of the grievance, the originator of the grievance may submit it to arbitration within thirty (30) working days from the date of the reply of the grievance.

11.07 Group Grievances

A group of employees may file a group grievance which is a grievance that is individual in nature but affects more than one (1) employee, other than discipline or discharge grievances. All group grievances shall be presented in writing, signed by the Steward and filed at Step 2 of the grievance procedure.

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

11.09 Replies in Writing

Replies to grievances shall be in writing at all stages.

11.10 Facilities for Grievances

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

11.11 Mutually Agreed Changes

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

11.12 Harassment Grievance

An employee who files a grievance, which alleges harassment, may file such grievance at step 2 of the Grievance Procedure.

ARTICLE 12 – ARBITRATION

- 12.01 No matter may be submitted to arbitration which has not been properly carried through all earlier steps provided for in the Grievance Procedure.

- 12.02 Within ten (10) working days the Employer shall select one (1) nominee to an Arbitration Board, the Union select one (1) nominee. The two (2) thus chosen shall select a third party who will act as Chairman and the Board thus constituted will hear the parties, confer and render a decision, said decision to be final and binding upon both parties to the Agreement. Upon failure to agree on the selection of the third, the matter shall be referred to the Minister of Labour for the Province of Ontario, with the request that he appoint a Chairman. The expense of such a third party will be borne equally by both the Employer and the Union.
- 12.03 The Arbitration Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 12.04 Notwithstanding the provisions of Article 12.02, the parties hereto may select one (1) person as an arbitrator to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a Board of Arbitration appointed under this Agreement.

The decision to appoint a single arbitrator shall be made by mutual consent in writing.

12.05 Amending of Time Limits

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

- 12.06 No persons may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.
- 12.07 A claim by an employee that he has been unjustly discharged or suspended shall be treated as a special grievance. The employees have the right to file a grievance in the second step of the grievance procedure for preferred handling.
- 12.08 Grievance may be settled under the grievance and arbitration procedure by:
- a) Confirming the Employer's action in discharging or suspending the Employee;
 - b) Reinstating the employee with compensation and seniority for their time lost; or
 - c) By any other arrangement which is just in the opinion of the parties or the arbitration board if appointed.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

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

13.02 The record of an employee shall not be used against her/him at any time after twelve (12) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13.03 Right to Have a Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel where discipline is to be administered. If the Steward is not present, any discussion, meetings or written records shall not be used for discipline purposes.

Where a supervisor or other Employer's representative intends to interview an employee for disciplinary purposes, the supervisor or representative shall notify the employee of that fact sufficiently in advance of the interview in order that the employee may arrange for her/his steward to attend the interview. The employee shall also have a reasonable length of time to meet with her steward privately prior to a disciplinary meeting with management.

13.04 Access to Personnel File

An employee shall have the right at a mutually convenient time to have access to and review her/his personnel file in the presence of the supervisor and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record. The file cannot be removed from the office, except for the purpose of photocopying. Any disagreement as to the accuracy of information contained in the file shall be addressed by the Employee in writing. Such written notice shall be included in the Employee's personnel file.

An employee shall have the right to make copies of any material contained in his/her personnel record.

13.05 Where a parent has a concern regarding a staff member, parents will be asked to follow the centre's policies attached as Schedule "B".

ARTICLE 14 – SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

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

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee commenced. An up-to-date seniority list shall be sent to the Union and posted within the day care centre in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be considered on probation for a period of one hundred and twenty (120) days worked calculated from the most recent date of hire. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. Notwithstanding any other agreements, a probationary employee cannot be discriminated against as per the Human Rights Code or the Canadian Charter of Rights and Freedoms. After the probationary period the employee's seniority shall date back to the most recent date of hire.

14.04 Loss of Seniority

Seniority shall be considered terminated and an employee shall be deemed to have quit her employment if she:

- a) voluntarily leaves the employment of the Employer;
- b) is discharged for just cause;
- c) is absent from work for more than two (2) working days without prior notification to the Employer where it was reasonable to do so;
- d) fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to her last listed address with the Employer, unless otherwise notified by the Employer in writing;
- e) fails to return to work upon conclusion of a leave of absence unless her failure to return is for reasonable cause;
- f) fails to take a medical examination as required by the Child Care and Early Years Act, 2014, by a qualified medical practitioner within thirty (30) days of the request; and
- g) is not recalled to work within a twenty-four (24) month period after her layoff.

- 14.05 It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of notice to reach an employee.
- 14.06 Where possible, employees who wish to voluntarily terminate their employment with the center must submit, in writing, not less than two (2) weeks' notice to the Supervisor/Director.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a permanent vacancy occurs or a new position is created within the bargaining unit, the Employer will post a notice with respect to such job on the bulletin board for five (5) working days so that all members will know about the vacancy or new position. Positions shall be posted within two (2) weeks of a vacancy. It is understood that the Employer may fill the job on a temporary basis. Notwithstanding the above, all vacancies shall be filled within four (4) weeks of the original posting.

15.02 Information in Postings

Such notice shall contain the following information:

Nature of position including shift and age group, qualifications, required knowledge and education, skills, salary rate and range.

15.03 Union Preference

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

15.04 Role of Seniority in Promotions and Transfers

If in the opinion of management, which opinion shall not be made in a manner which is arbitrary, discriminatory or in bad faith, the skill, ability, experience and qualification to perform the work required are relatively equal between two (2) or more employees, seniority shall be the deciding factor when decisions are made with regard to promotions, transfers or staff changes within the bargaining unit.

15.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. She/he shall be placed on trial for a period of up to three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification she/he shall be returned to her/his former position, wage, salary rate, and hours without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

15.06 Notification to Employee and Union

Within fourteen (14) working days of the date of appointment to a vacant position, the steward shall be notified of the name of the successful applicant.

15.07 Transfer of Employees

Staff are not normally required to transfer to work with other children.

In the event that such transfers become necessary, they shall be done in a non-arbitrary or discriminatory manner. Wherever possible, seniority shall be the deciding factor.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or regular hours of work.

16.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Unless a senior employee chooses to accept a layoff, employees shall be laid off in the reverse order of their seniority always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Child Care and Early Years Act, 2014.

16.03 Recall Procedures

Employees shall be recalled in order of their seniority provided employees are qualified in accordance with the Child Care and Early Years Act, 2014.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall subject to employees being qualified under the Child Care and Early Years Act, 2014.

16.05 Advance Notice of Layoff

The Employer shall provide two (2) weeks' notice of layoff to the employee. If the employee has not had the opportunity to work the days provided in this article, she shall be paid for the days for which work was not made available.

16.06 In the event the daycare closes permanently, all permanent employees shall be entitled to a minimum of one month's notice of layoff and severance in the amount of two (2) weeks pay for every year of service to a maximum payment of eight (8) weeks pay.

ARTICLE 17 – HOURS OF WORK

17.01 Regular Daily and Weekly Hours

Daily hours of work shall normally be five (5) - seven (7) hours per day for full-time employees. The regular weekly hours shall normally be twenty-five (25) - thirty-five (35) hours per week, Monday to Friday, for full-time employees.

The regular assigned hours for part-time employees shall be as determined by the employer in accordance with the requirements of the Centre but shall be provided to each employee no later than two (2) weeks prior to their shift.

Nothing in the Article shall be construed either as a guarantee of any minimum, or any maximum number of hours to be worked.

17.02 Lunch Break

Full-time employees shall receive a one (1) hour unpaid lunch break. Should an employee be requested to work during their lunch breaks, such time shall be compensated at the rate of time and one half pay unless there exists mutual agreement to in lieu.

17.03 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and shall not be changed without mutual consent, except in cases of emergency.

17.04 **Paid Rest Period**

Full-time employees shall receive two (2) paid breaks of fifteen (15) minutes each. Part-time employees shall receive one (1) paid break of fifteen (15) minutes.

If mutually agreed to between the parties, the afternoon rest periods shall be combined, and added to lunch breaks.

Employees shall be paid if required to work during their breaks. This included lunch and rest periods. Employees who work during their rest periods shall be entitled to an additional fifteen (15) minutes per rest period worked in pay as per current practice.

17.05

- a) Employees responsible for programming shall be provided with 2.5 hours per week of Program time, Room Preparation, and Documenting Time according to an agreed upon schedule. This will be time off the floor. The schedule will be discussed and reviewed with staff regularly.
- b) If an employee has a special request with respect to program-related activities, the Employer may approve and provide any necessary time to do so outside of regular programming time.
- c) To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectations of the Child Care and Early Years Act, as well as other work-related documentation, the Employer will provide enough devices to allow those scheduled for programming at the same time to access the device, as well as a functioning device. Employees will have the option of using their own device to complete their programming.

The Employer agrees to ensure wi-fi access for the Employer-provided devices.

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

17.06 There will be no more than five (5) split shifts in the program to accommodate FDK. Should the introduction of additional split shifts be necessary, the employer will meet with the union to discuss the necessity of such shifts and discuss the possibility of other options. The full time staff person with the least seniority shall be assigned the split shift. The employer will make every effort to

avoid split shifts, however the employer has the right to implement this if necessary. Should there be a need to layoff full time staff due to enrollment, the full time staff person with the least seniority shall be assigned the split shift, or be offered a layoff at their discretion.

ARTICLE 18 – OVERTIME

18.01 Overtime Rate

Overtime work shall be compensated as pay or lieu time, at the mutual agreement between the employee and employer, on an hour per hour basis up to forty (40) hours per week. Employees shall receive pay at one and one-half hour basis for each hour worked over forty (40) hours per week. No employee shall be required to perform overtime where other employees are available to work.

- 18.02 It is agreed that parental tardiness after the Centre has closed for the day does not qualify under the overtime provision of the article. In such circumstances, the employee shall receive a late fee payment of \$5.00 for the first five (5) minutes or any part of the first five (5) minutes of lateness past 6:00 pm and \$1.00 per minute after 6:05 pm directly from the parents concerned in the form of a "late fine". The Employer agrees to aid an employee who is having difficulty receiving payment of "late fines" from a parent. Should the late fee not be paid within four (4) days, the fee will double.

In the event of a serious occurrence (severe storm, reported TTC Accident), the Centre may choose to waive the parental late fee. In these cases, employees who work past 6:00 p.m. shall be paid the overtime rate of time and a half for each quarter hour worked (or part thereof) by the Centre.

- 18.03 Staff who work less than 35 hours per week, shall be offered casual hours, in order of seniority, arising from the absence of their coworkers, to a maximum of 35 hours per week, prior to such hours being offered to casual staff.

Should the addition of such casual hours, or additional temporary hours during school closures, convert a Part time employee to Full time status as per Article 2.05, they shall not be entitled to benefits normally assigned only to Full time employees under the terms of the Collective Agreement.

Note: Added 'casual' and that casual part time employees do not get the same benefits unless they are full time.

ARTICLE 19 – HOLIDAYS

19.01 Paid Holidays

An employee, who has completed his probationary period will be paid for the holidays shown, at the regular straight time hourly rate for the number of regular hours the employee would otherwise have worked, provided the employee works her fully scheduled work day before the holiday and her fully scheduled work day after the holiday:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Family Day

19.02 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, the Employer shall declare another day to the holiday for the purpose of this Agreement, or an extra floating holiday will be allotted for the employee's future use.

ARTICLE 20 – VACATIONS

20.01 Length of Vacation

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

Less than one (1) year	- As per Employment Standards Act
Up to two (2) years	- 10 Days
Three (3) to five (5) years	- 15 Days
After five (5) years	- 20 Days
After eleven (11) years	- 25 Days
After twenty (20) years	- 25 Days plus one additional unpaid week, to be used only when all paid vacation has been exhausted and subject to the normal requirements of Article 20.

It is understood that employees who work less than thirty-five (35) hours per week are paid according to their normally scheduled hours.

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employer and employee.

No employee shall carry over more than five (5) days' vacation from any previous calendar year without the consent of the Employer. Such carry over of vacation time must be used within twelve (12) months.

20.03 Staff shall not take more than four (4) weeks vacation consecutively during the months of July and August without the Board's permission. If a staff member has taken/requested four (4) weeks and would like to request additional time, it is at the discretion of the Employer and seniority does not count over other staff members who has not taken/requested a full four (4) weeks vacation during this time.

20.04 Two (2) staff within the same classroom/program cannot schedule holidays for the same time during March break, Christmas break, PA Days or the summer break. **Where there are more than two (2) staff in a room, up to one additional staff shall be allowed to use individual vacation days when other staff are on vacation.

20.05 Staff in each room shall formulate a vacation plan for each year amongst themselves. Summer vacation plans must be submitted to the Supervisor for approval by March 31 of each calendar year. Requests shall not be unreasonably denied.

20.06 Illness during Vacations

When an employee or their family member becomes ill while on vacation, the employee may have their vacation days switched to sick days. The employee shall produce a medical note confirming illness upon their return to work.

20.07 Deadlines for Vacation Requests

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in July and August, vacation requests must be made no later than March 31st. The vacation schedule for this period will be posted no later than April 30th. 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 and December and January to May will be approved on a first come basis and approved within ten (10) working days of receipt of request.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

ARTICLE 21 – SICK DAY PROVISIONS

21.01 Sick Day Defined

- a) Sick days means the period of time an employee is unable to attend work due to an illness, accident or while under the care/examination of a doctor, dentist, or specialist or disabled for reasons other than those compensable under the Workers' Compensation Act.
- b) Where an employee is the victim of an accident at work and suffers an injury requiring professional attention, the Centre agrees that there will be no loss of pay or sick day on the day of the accident.

21.02 Amount of Paid Sick Days

- a) Sick days shall be earned at the rate of one point three three (1.33) days for every month of active service, to a maximum of sixteen (16) days per year. Probationary employees shall get one point three three (1.33) days for each month of active service.
- b) Part time sick time is calculated the same as for full time person based on hours.

21.03 Accumulation of Sick Days

Staff shall be entitled to carry over forty-five (45) days of sick time from year to year. Once an employee has banked fifteen (15) days they shall be entitled to cash out their sick time at a rate of one (1) days pay for every three (3) sick days cashed in. Sick days can be taken as whole or half (1/2) days only.

21.04 An employee shall be allowed to use sick days from their portion of sick days when a member of her/his immediate family (child, spouse or common-law-spouse) are sick. The Employer may require proof of such illness, at the Employee's expense.

21.05 Sick Days Records

The Employer will advise each employee, monthly, in writing of the amount of sick days used to date.

21.06 Other than the medical certificate referred to in Article 20.06, employees who are required to attend a medical examination by the Employer will be granted a

leave of absence with no loss of pay for such attendance provided the employee loses time from his regularly scheduled working hours.

21.07

- a) Employees shall be entitled to four (4) Personal Days to be used at their discretion.
- b) Personal Days for Part time employees shall be pro-rated based on hours.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Leave of Absence for Union Functions

Upon two (2) weeks written request to the Employer an employee elected or appointed to represent the Union at conventions and conferences shall be allowed leave of absence without pay but with benefits. Each absence shall not exceed two (2) weeks, for the duration of this contract.

22.02 Paid Bereavement Leave

An employee shall be granted a leave of absence without loss of pay for the five (5) consecutive working days immediately following the death of a spouse, common-law- spouse, same-sex partner, sibling, child, parent, grandparent or grandchild. An employee shall be granted a leave of absence without loss of pay for the three (3) consecutive working days immediately following the death of a son-in-law/daughter-in-law/mother-in-law/father-in-law/sister-in-law/brother-in-law. Other significant persons shall be at the Employer's sole discretion. Employees will be granted two (2) additional days of leave without pay if the employee attends the burial, which takes place outside of the province. Employees shall receive half (1/2) day paid leave bereavement leave for all others.

22.03 Pregnancy, Parental and Adoption Leave as a Right

Pregnancy leave and parental leave shall be granted as a right and as set out in the *Employment Standards Act, 2000* (or any successor legislation), with the exception of the top-up noted below.

Pregnancy and Parental Leave Top-up

For the first twenty-four (24) weeks of the leave, and irrespective of the level of EI payments being received by the employee, the Employer will provide payment equal to twenty percent (20%) of the employee's normal weekly earnings.

Pregnancy Leave

Employees will be entitled to the greater of: a) the entitlements set out in this Article; or b) the provisions of the Employment Standards Act, 2000, or successor legislation.

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (e) 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 seventeen (17) weeks while the employee is on pregnancy leave.
- (f) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

22.04 Parental Leave

Employees will be entitled to the greater of: a) the entitlements set out in this Article; or b) the provisions of the Employment Standards Act, 2000, or successor legislation.

- a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks.
- b) For the purposes of this Article, parent shall be defined to include person with whom a child is placed for adoption and a person who is in a

relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing within two (2) weeks.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.

- d) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under-the plan.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

- e) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period-of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- f) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

22.05 When an employee decides to return to work, after pregnancy/adoption leave, she shall provide the Employer with at least one (1) month's written notice. On return from pregnancy leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position of equal rank and value at the same rate of pay.

22.06 **Special Leave**

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

Jury or Witness Duty

Should an employee, who would otherwise be at work, be subpoenaed as a Crown Witness or serves on jury duty, be required to appear in court or before a similar body for the purpose of jury duty or as a witness, the Board of Directors shall grant leave with pay to the employee with prior notice. Employees will be compensated for up to two (2) months of jury/witness service. Any stipend received for this duty shall be turned into the Centre.

22.07 **General Leave**

An employee may request an extended leave of absence if she so desires. The request shall be in writing and communicated to the Board at least one (1) month prior to the commencement of such leave of absence unless mutually agreed to otherwise. Leave of absence under this provision shall be at the discretion of the Board. Such leaves of absence will proceed without pay, benefits or accumulated seniority unless otherwise stated.

22.08 **Leave of Diseases and Conditions Harmful to Pregnancy**

A pregnant employee shall, after notifying the supervisor, receive an immediate leave of absence in the event that a known or suspected case of German measles occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a maximum period of two (2) weeks.

- 22.09 a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority, but with no salary or benefits. So that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office.
- c) An employee who is elected or selected for a position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence with accrued seniority, and without pay or benefits, for a period of up to two (2) years. Such leave shall be renewed on request by the employee.

- d) Employees on Union leave must present a letter, signed by the Local President, stating the date and expected duration of the Union leave, hours worked while on leave, and method of payment/reimbursement of lost wages, at least one (1) month prior to the leave.

22.10 It is understood that an employee who has been on any leave of absence, provided within this Article, shall notify Management in writing at least one (1) month prior to the end of the leave of their intention to return to work. The Employer shall, where possible, place employees returning from leave in at least their previous position.

22.11 Unpaid Leaves Available under the Employment Standards Act, as follows:

Provided they meet the requirements under the Employment Standards Act 2000, employees will also be eligible for unpaid leaves of absence under the Employment Standards Act; 2000, including the following and any other leaves that may become available:

- 49.1 Family medical leave
- 49.2 Organ donor leave
- 49.3 Family caregiver leave
- 49.4 Critical illness leave
- 49.5 Child death leave
- 49.6 Crime-related child death or disappearance leave
- 50.0 Sick leave
- 50.0.1 Family Responsibility Leave
- 50.0.2 Bereavement Leave
- 50.1 Emergency leave, declared emergencies and infectious disease emergencies
- 50.2 Reservist leave

For clarity, such leaves are in addition to any leaves otherwise provided for in the Collective Agreement.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

Employees shall be paid bi-weekly on Fridays in accordance with Schedule "A" attached to this Agreement. Each employee shall receive an itemized statement of her salary, overtime, and other supplementary pay and deductions. The statement shall include an hourly and weekly breakdown of salary grants and pay equity payments if these grants are included in the employee's normal pay period.

23.02 **Rate of Pay on Promotion or Reclassification**

When an employee temporarily relieves or performs the principle duties of a higher paying position, the designate shall be paid a top up on their hourly rate of \$2.00 per hour for periods of less than one consecutive week and \$3.00 per hour for periods of more than one consecutive week. This clause will only be applied where the length of temporary transfer is more than one (1) consecutive working day. It is understood that non-qualified employees cannot replace qualified employees. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

Notwithstanding the above whenever the supervisor of the Centre is absent from the Centre due to vacation or illness, and a replacement supervisor is not hired, the most senior, qualified employee shall be offered the assignment on a daily basis and if they refuse, it will be offered to the next senior until the assignment is accepted by someone to replace the supervisory as his designate to the most senior staff person's qualifications, then the next most senior employee shall become designate.

23.03 When an employee is temporarily assigned in accordance with the terms of this collective agreement to a position paying a lower rate, his rate shall not be reduced.

23.04 **Professional Development**

- a) All employees shall receive up to five hundred dollars (\$500.00) per calendar year towards courses or seminars directly related to the early childhood education field. These courses and seminars shall be mutually agreed upon by the employer and employee prior to registration. Such an employee shall be reimbursed upon submission of proof of successful completion of the course/seminar.
- b) Employees shall be entitled to four (4) paid days to attend workshops, seminars, or other professional development, which is scheduled by mutual agreement during their normal working day/week.
- c) **Placement**
Employees enrolled in the Early Childhood Education program who are required to complete a placement shall be granted a leave of absence without pay at a mutually agreeable time for such time. While on such leave, seniority and benefits shall continue to accumulate.
- d) During the monthly Staff Meetings, the daycare shall provide the same dinner served at Board Meetings for the employees who attend the Staff Meeting.
- e) Employees who take courses/workshops during the weekend, shall be credited with lieu time for all hours spent while taking such course, and the days used shall form part of the maximum four (4) days allotted as per 23.04 (b) above.

f)

An employee will be entitled an unpaid education leave of absence without pay and without loss of seniority, upon request by the employee and upon providing the Employer proof of registration in a program related to the field of early childhood education. Such leave will be for a maximum of one (1) year.

If the employee wishes continuation of these benefits during such leave, it will be her/his responsibility to pay the total cost of these group insurance benefits during the professional leave.

23.05 The parties agree that should the Provincial Government introduce a College of ECE during the life of the collective agreement, all ECE who may be required to register with the college for a license shall be entitled to use their professional development fund (23.04) to offset those costs. Employees must submit receipts to their employer for compensation. This will only be allowed where the registration or license is required in order for the staff to work as an ECE at the centre.

ARTICLE 24 – EMPLOYEE BENEFIT PLANS

24.01 Hospital and Medical Insurance

The Employer agrees to pay one hundred percent (100%) of the premium for family or single coverage for full-time employees to the following benefits plan; more fully described in the Group Insurance Booklet.

24.02 Newly hired employees shall not be entitled to any of the benefits referred to in Article 24.01 but shall be entitled to coverage on the first day of the month following the month in which they complete their first one hundred and twenty (120) days of employment. Eligible dependents shall be entitled to coverage at the same time.

24.03 The Employer's liability under the benefits referred to above shall be limited to the premium contributions required to be paid by the Employer under this agreement.

24.04 The employer agrees to pay eighty percent (80%) of the filled premium for single coverage for part-time employees to the following benefit plan; more fully described in the Group Insurance Booklet.

24.05 The contributions to the Pension Plan made by both the employer and employees will be four percent (4%) each. The Employer agrees to abide by the terms of the pension plan contained in Schedule "C" of this agreement.

ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions and Performance Evaluation Plans

The Employer agrees to pay and the Union agrees to accept for the term of this agreement, the wages as set out in Schedule "A" attached hereto and forming part of this agreement.

25.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

25.03 Changes in Classification

The Employer agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the Parties fail to agree on the new rate, they shall install the new rate proposed by the Employer and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar bargaining unit jobs presently in existence. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

25.04 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee including workfare participants.

ARTICLE 26 – HEALTH AND SAFETY

26.01 The Union and the Employer shall cooperate in establishing rules and practices which will provide protection from factors adverse to employee health and safety.

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

26.03 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.

26.04 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 she/he believes that it would be unsafe or unhealthy for herself/himself, an unborn child, children in care, or where it would be contrary to the Occupational Health and Safety Act. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

26.05 Workers' Compensation

The Employer agrees to register and pay one hundred percent (100%) of the premiums of a Workers' Compensation Plan to cover all its employees.

26.06 The parties agree to abide by the Occupational Health and Safety Act and its regulations, i.e. Scheduled time spent in any Health & Safety related activity (i.e. inspection, meetings, and any other duties covered by the Act), will occur during the staff's regular shift as a part of their regular duties. Should coverage be required, it will be at the Supervisor's discretion. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace to prevent injury and illness.

26.07 Health and Safety Committee

The parties agree to abide by the Occupational health and Safety Act and its regulations, i.e. Scheduled time spent in any Health and Safety related activity (i.e. Inspection, meetings, and any other duties covered by the Act), will occur during the staff's regular shift as a part of their regular duties. Inspections will be scheduled during the last week of each calendar month and will commence between 7 a.m. and 8 a.m., with the understanding that three (3) hours will be set aside to be shared between the Health and Safety Representatives to complete the inspections during this week. The Health and Safety Representatives and the supervisor will discuss and set the actual times each month. It is understood that there will be at least two (2) Union Health and Safety Representatives. Should coverage be required, it will at the Supervisor's discretion, but with the understanding that such coverage will be provided to allow for the inspections to occur on a monthly basis in a manner set out above. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace to prevent injury and illness.

- a. As of July 1, 2014 all employees must have H&S awareness training.
- b. Staff will complete the free online tutorial training from the Ministry.

ARTICLE 27 – CHILD-ADULT RATIO

27.01 The Employer agrees to abide by the Child Care and Early Years Act, 2014 as a minimum standard.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Bulletin Boards

The Employer shall provide access to a bulletin board for the purpose of allowing the Union to post notices of meetings.

28.02 Letter of Employment

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

ARTICLE 29 – GENERAL

29.01 No Gender Specificity

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as without reference to any specific gender.

29.02 Should an employee be denied a license or be suspended by the College of ECE, the Employer shall have the right to suspend the employee without pay until they are re- admitted to the College of ECE. However, the Employer shall only suspend with pay an employee in circumstances where there is not denial/suspension from the College of ECE and where there is an allegation made, until the investigation has been complete.

29.03 The Employer will notify the Union at least ninety (90) days prior, if they are entering into any type of service expansion. This notice will be followed up by a face to face meeting to discuss any and all ramifications the anticipated expansions will have on staff and services delivered.

At least ninety (90) days prior to the Employer entering into full day learning, they will meet face to face with the Union to discuss the logistics and effects the change will have and how to best rectify any shortfalls that might occur.

ARTICLE 30 – TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31, in any year that it desires its termination or amendment.

30.02 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.

2/2/2024

Dated this _____ day of _____, 2023.

DocuSigned by:
Chantalle Felicio
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DocuSigned by:
Jennifer Lyre
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DocuSigned by:
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DocuSigned by:
Key Stewart
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Rozilva
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Steve Duteil
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SCHEDULE A

**MEMORANDUM OF AGREEMENT
between
KEELMOUNT DAY CARE CENTRE
(Hereinafter referred to as “The Employer” or “The Centre”)
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2484.26**

(Hereinafter referred to as “The Union”)

1. The parties herein agree that the terms of this memorandum will constitute final settlement of all matters in dispute, and that unless modified herein, all other terms from the previous Collective Agreement shall be maintained.
2. The parties agree that the term of the collective agreement shall be January 1, 2022 to December 31, 2024.
3. The terms and conditions will be effective on the date both parties have ratified this memorandum, except as otherwise stated. Specifically, the modifications to Article 22 set out in herein are to take effect retroactively from January 1, 2022.
4. The parties agree to hold ratification meetings not more than thirty (30) calendar days from the signing of this Memorandum of Agreement.
5. The parties acknowledge that this Memorandum will be reviewed by both parties for any errors, omissions or inadvertent inclusions/exclusions.

SIGNED THIS 29th DAY OF MAY 2023 AT TORONTO

FOR THE UNION

FOR THE EMPLOYER

MONETARY ADJUSTMENTS

Adjustments “across the board” as follows in 2022, 2023 and 2024 (separate from Pay Equity increases):

- **2022: 3.5% (retroactive to January 1, 2022)**
- **2023: 2.5% (retroactive to January 1, 2023)**
- **2024: 2%**

Keelmount Wage Grid -TB

2022	Base	PE	Wage Increase		
RECE Salary			3.50%		
Step 3	\$ 32.77	\$ 0.30	\$ 1.16	\$ 34.23	
Step 2	\$ 31.81	\$ 0.30	\$ 1.12	\$ 33.23	
Step 1	\$ 31.26	\$ 0.30	\$ 1.11	\$ 32.67	
ECA Salary					
Step 3	\$ 29.30	\$ 0.30	\$ 1.04	\$ 30.64	
Step 2	\$ 28.74	\$ 0.30	\$ 1.02	\$ 30.06	
Step 1	\$ 28.31	\$ 0.30	\$ 1.00	\$ 29.61	
2023			2.50%		
RECE Salary		Pe			
Step 3	\$ 34.22	\$ 0.33	\$ 0.86	\$ 35.41	
Step 2	\$ 33.24	\$ 0.33	\$ 0.84	\$ 34.41	
Step 1	\$ 32.66	\$ 0.33	\$ 0.82	\$ 33.81	
ECA Salary					
Step 3	\$ 30.63	\$ 0.33	\$ 0.77	\$ 31.73	
Step 2	\$ 30.05	\$ 0.33	\$ 0.76	\$ 31.14	
Step 1	\$ 29.61	\$ 0.33	\$ 0.74	\$ 30.68	
2024			2%		
RECE Salary					
Step 3	\$ 35.41		\$ 0.71	\$ 36.12	
Step 2	\$ 34.41		\$ 0.69	\$ 35.10	
Step 1	\$ 33.81		\$ 0.68	\$ 34.49	
ECA Salary					
Step 3	\$ 31.73		\$ 0.63	\$ 32.36	
Step 2	\$ 31.14		\$ 0.62	\$ 31.76	
Step 1	\$ 30.68		\$ 0.61	\$ 31.29	

The 2024 wage grid does not include a pay equity adjustment. The parties have agreed to a separate Memorandum of Agreement regarding pay equity for 2024.

SCHEDULE B

Ensure language is the most up to date approved by MSPP Board of Trustees and renew.

Multi-Sector Pension Plan

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

1. a) "Plan" means the Multi-Sector Pension Plan.
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
 - i) the straight time component of hours worked on a holiday; and
 - ii) holiday pay, for the hours not worked; and
 - iii) vacation pay; and
 - iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

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

- c) "Eligible Employee" means all employees in the bargaining unit who have completed five hundred (500) hours of employment with the employer.
2. Each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal four percent (4%) of Applicable Wages to the Plan.
3. The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act R.S.O. 1990,

Ch. P.8, as amended, and Income Tax Act(Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 4 of the Agreement include:

a) To Be Provided Once Only AT Plan Commencement:

date of hire

date of birth

date of first contribution

seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

gender

b) To Be Provided With Each Remittance:

name

social insurance number

monthly remittance

pensionable earnings
year to date contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

c) To be Provided Initially and as Status Changes

full address

termination date where applicable (MM/DD/YY)

marital status, and any change to marital status

date of death (if applicable)

d) To Be Provided Annually but no later than December 31:

current complete address listing for all eligible employees

period(s) of absence due to Illness or disability, including WSIB (while employee retains seniority)

period(s) of lay-off, while subject to recall

period(s) of absence for pregnancy or parental Leave

period(s) of strike or lockout

other leaves of absence

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as maybe amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto.

Letter of Understanding #1

between
Keelmount Daycare Centre
and
The Canadian Union of Public Employees
and its Local 2484-26

Re: Domestic Violence

Domestic and Sexual Violence Leave

The Employer agrees to recognize that employees sometimes face situations in their personal lives that may affect their performance and attendance at work.

An employee who has been employed by the Employer for at least 13 consecutive weeks is entitled to a leave of absence if the employee or child of the employee (step child, foster child or a child under their legal guardianship and who is under 18 years of age) experiences domestic or sexual violence, or the threat of domestic or sexual violence.

Employees shall be entitled to fifteen (15) weeks under this leave. The first five (5) days shall be with pay. In the event the employee exhausts the first five (5) paid days, the employee shall have the option to use vacation days and sick days before the employee converts to unpaid leave, all benefits under this Collective Agreement will remain in effect and seniority and service will accrue for all purposes.

Such leave may be used for the following:

- To seek medical attention for the employee or the child of the employee in respect of physical or psychological injury or disability caused by the domestic or sexual violence;
- To obtain services from a victim services organization for the employee or for the child;
- To obtain psychological or other professional counselling for the employee or the child;
 - To relocate temporarily or permanently;
- To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

Advising the Employer:

- An employee who wishes to take a leave under this article shall advise the employer in writing as soon as possible that the employee will be doing so:

- If an employee must begin a leave under this article before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning the leave. Evidence:
- The employer may require an employee who takes a leave under this article to provide evidence reasonable in the circumstances of the employee's entitlement to the leave.

2/2/2024

Signed this _____ day of _____, 2023.

For the Employer

For the Union

DocuSigned by:
Jennifer Dyrn
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DocuSigned by:
Kay Stewart
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DocuSigned by:
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DocuSigned by:
Chantalle Felicio
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DocuSigned by:
Chris Am
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DocuSigned by:
Regilva
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DocuSigned by:
Steve Guter
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Letter of Understanding #2

between
Keelmount Daycare Centre
and
The Canadian Union of Public Employees
and its Local 2484-26

Re: Notice of Layoff

The parties agree that once the employer has one month operating budget in reserve, employees shall be entitled to one month's notice of layoff.


Once an employee receives their one month's notice, if they use more than three (3) sick days cumulatively, they shall be required to bring a doctor's note for each subsequent illness. Any vacation, or personal time which has not been approved prior to the one month notice period, shall be paid out at the end of the notice period. Any requests for time off shall be at the employer's sole discretion.

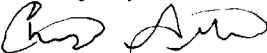
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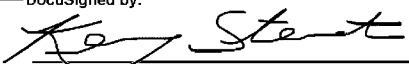
Signed this _____ day of _____, 2023.

For the Employer

For the Union

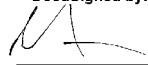
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Letter of Understanding #3

between
Keelmount Daycare Centre
and
The Canadian Union of Public Employees
and its Local 2484-26

Re: Offering of Work/Hours

To ensure a transparent and effective transition to staffing in a new program, the parties agree that, notwithstanding Article 15 of the Collective Agreement, after consultation with the Union, the following process will be utilized to fill positions in the Toddler Program:

1. Job descriptions will be drafted and provided to the Union, and made available for staff to review;
2. The Employer will identify which positions will be classified as full and part-time and the hours attached to each position which will be determined in accordance with the Collective Agreement";
3. All positions will first be offered to bargaining unit employees, provided they have the qualifications to perform the work required under the applicable legislation, in order of greatest seniority;
4. If other positions within the Daycare are vacated as a result of this process, the positions from which employees left will be posted in accordance with Article 15.

2/2/2024

Signed this _____ day of _____, 2023.

For the Employer

For the Union

DocuSigned by:

Jennifer Dyrn

0554DDB805A442F...

DocuSigned by:

Ray Stewart

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DocuSigned by:

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DocuSigned by:

Chantalle Felicio

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DocuSigned by:

Chris Am

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Steve Guter

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Letter of Understanding #4

between
Keelmount Daycare Centre
and
The Canadian Union of Public Employees
and its Local 2484-26

The Employer agrees to write to the City of Toronto and the TDSB, within 60 days of ratification, to seek a rent abatement from the TDSB (and/or payment from the City of Toronto) with respect to the Child Care Lease Agreement effective September 1st, 2016.

Any monies received will be divided equally between the Bargaining Unit (see below) and the Employer (to be added to its contingency).


The Bargaining Unit will decide how to distribute its share by December 1, 2019 or 2020 (depending on date of recovery). They will notify the Employer so funds can be distributed by December 31 of the applicable year.


2/2/2024

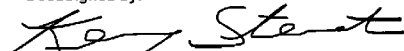
Signed this _____ day of _____, 2023.


For the Employer

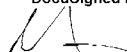
For the Union

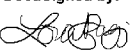
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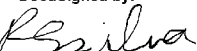
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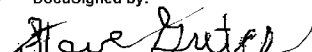
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