

COLLECTIVE AGREEMENT

BETWEEN

MANDI DAYCARE CENTRE



DAY CARE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 2484-34

CUPE / *Canadian Union
of Public Employees*

January 1st, 2022 to December 31st, 2025

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PREAMBLE

It is the purpose of both parties to this Agreement:

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

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

ARTICLE 1- MANAGEMENT RIGHTS

- 1.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject only to the terms of this Agreement. In accordance to the Child Care and Early Years Act (CCEYA), the Guidelines of Ministry of Education (MEDU) and the Toronto Children's Services (TCS). The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedures.

- 1.02 The Union acknowledges that the management of the Childcare's operations and the workforce is the sole right of the Employer and includes the right to:
- a) plan, organize and control operations
 - b) schedule shifts and assign work of employees
 - c) establish workplace rules and procedures
 - d) evaluate, promote, demote, hire, layoff or transfer employees
 - e) discipline employees, including the right to warn, reprimand, suspend, demote or discharge employees for just cause
- 1.03 The parties agree that management's rights under this Collective Agreement shall be exercised in good faith and shall not be exercised in an arbitrary, discriminatory, or in a manner as to violate the provisions of this Collective Agreement and the Employment Standards Act.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2484-34 as the exclusive bargaining agent for all employees at Mandi Day Care Inc. of Toronto, Ontario, save and except casual employees, supervisors, and persons above the rank of supervisor, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 2.02 Work within the bargaining unit may be performed by the Supervisor/Director or people outside the bargaining unit only for the purpose of training or evaluating employees or for emergency situations (i.e. sudden illness of bargaining unit staff) in order that the Childcare be able to maintain legislated class ratios.
- 2.03 This Collective Agreement is fully applicable to all full-time, part-time, and contract employees.
- 2.04 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or her representatives which may conflict with the terms of this Collective Agreement.

DEFINITION OF EMPLOYEES

In this agreement the term:

- 2.05 Permanent

- a) "Full-Time Employees" shall mean a regular employee in the bargaining unit who usually works year-round thirty (30) hours or more per week.
- b) "Part-Time Employees" shall mean a regular employee in the bargaining unit who usually works year-round not less than 12.5 hours per week and up to twenty-nine (29) hours per week during the school calendar year. Part time employees may also be offered up to 35 per week during the school holidays (PA days, Christmas/March/Summer break.)

Part time employees shall be offered extra hours where full time employees are absent from work. Where such hours temporarily (up to, but not limited to eight (8) consecutive weeks) move the employee above twenty-nine (29) hours per week, they shall not be considered Full time employees.

Part time employees who are hired to work less than twenty-nine (29) hours per week may be offered casual hours of work, replacing other bargaining unit employees who are absent from work, for any reason. Where these additional hours result in a Part-time Employee working full time hours this will not constitute a change from Part-time to Full-time status.

- 2.06 Employees outside the bargaining unit in Article 2.01 shall not work on any jobs which are in the bargaining unit except for purposes of training or where the Employer indicates that an emergency has occurred. For example, a staff person has become unexpectedly ill, or is late for work, and no bargaining unit staff are available to cover.

ARTICLE 3 – NO DISCRIMINATION

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

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

4.01 As a condition of employment, all Employees of the Employer, who are members of the bargaining unit, 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 a member of the bargaining unit shall become and remain members of the Union immediately upon hire.

ARTICLE 5 – CHECK-OFF OF UNION DUES

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

5.02 Deductions shall be made from each payroll of each pay period and shall be forwarded to the National Secretary-Treasurer of the Union no later than the fifteenth 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 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid for each Union member in the previous year.

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

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 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 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.

- 6.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or her representatives which may conflict with the terms of this collective agreement.

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 with a simultaneous copy to the Supervisor and the Union Steward.
- 7.02 A copy of any correspondence between the Employer, or her/his designate, and any Employee in the bargaining unit pertaining to the interpretation or application or any part of this Agreement shall be forwarded to the Union Steward or her/his designate.

ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS

- 8.01 The Employer shall not bargain with or enter into any Agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards. Likewise, the Employer shall supply the Union with a list of its Supervisory Personnel with whom the Union may be required to transact business.
- 8.02 There will be two Bargaining Unit Employees on the Union Bargaining Committee. The Union will advise the Employer of the Union members of the Bargaining Team. The function of the Union Bargaining Team is to meet with the representatives of the Employer to negotiate a renewal to this Collective Agreement.
- 8.03 The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when negotiating with the Employer. Such representatives(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to negotiate a collective agreement or assist in the settlement of a grievance.

- 8.04 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 no later than fourteen (14) calendar days after the request had been made.
- 8.05 Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union information related to public funding, job descriptions, positions in the bargaining unit, job classifications and wage rates which are pertinent for collective bargaining purposes.
- 8.06 All meetings, not including conciliation and contract mediation must be held after hours to accommodate working schedules. After hours access requiring permits must be obtained through the TDSB at least ten (10) working days, or as required by the Landlord, in advance. The cost shall be split between the Union and the Employer
- 8.07 *Union Management Committee*

The Employer and the Union agree to recognize a Union Management Committee which shall be made up of two (2) representatives of each party and any others deemed necessary by mutual consent which shall meet at times mutually agreed upon by the parties (after working hours with the exception of conciliation and contract mediation) for the purposes of discussing mutual concerns, which are not properly matters to be dealt with by other committees.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any Employee which the Steward represents in preparing and presenting her/his grievance in accordance with the grievance procedure. Meetings under this Article shall not interfere with childcare programming.
- 9.02 There shall be one (1) Steward and one (1) alternate Steward. The Union shall notify the Employer in writing of the names of the Steward and the alternate.
- 9.03 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time

by the Employer and that she/he will not leave her/his duties under this Agreement. Therefore, no Steward shall leave her/his work without previously notifying her/his Supervisor. Where possible, time for steward duties shall be granted within the next working day subject to operational requirements.

- 9.04 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 9.05 A grievance shall not be considered where the circumstances giving rise to it originated more than ten (10) working days before the informal stage, referred to before filing of the grievance.
- 9.06 If the Employer fails to answer a properly submitted grievance within the specified time limits, the Employee shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration, as the case may be.
- 9.07 With the exception of group or discharge grievances, a grievance by an Employee shall be processed in the following manner.
- 9.08 A grievance is not a grievance until the Employee has given the Supervisor ten (10) working days opportunity to deal with the problem. Failing a satisfactory resolution to the problem at this stage, the following steps may be invoked.

Step 1:

The grievance shall be reduced to writing and discussed with the Supervisor of the childcare within (5) working days of the Supervisor's response at the informal stage referred to above. The Supervisor shall respond to the Employee within ten (10) working days. Such written grievance shall be signed by the griever and state the specific clauses of the Agreement allegedly violated and the redress sought. The Employee may have the assistance of a Steward at Step 1.

Step 2:

Failing settlement of the grievance at Step 1, the Employee may submit it to the President or her/his designate within five (5) working days from the date of the Supervisor's reply at Step 1. The President or designate shall respond to the grievance within ten (10) working days following the date of the next Board meeting from receipt of the grievance. At this step of

the grievance procedure, other Employer representatives, and officials of the Union who are not Employees of the Employer, may be present at the request of either party.

- 9.09 Failing settlement of the grievance at Step 2, the Union may submit the grievance to arbitration within ten (10) working days from the date of the Employer's reply at Step 2.
- 9.10 A group of Employees may file a grievance at Step 1 of the grievance procedure. A group grievance is a grievance, individual in nature, affecting more than one Employee. All group grievances shall be reduced to writing and signed by all Employees seeking redress.
- 9.11 Either party to this Agreement may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a question, by one of the parties to this Agreement, involving the application, interpretation, administration or alleged violation of any provisions of this Agreement, but excluding subject matter which can be presented by an Employee or a group of Employees as an individual or group grievance, as the case may be.
- 9.12 Union policy grievance shall be filed at Step 2 of the grievance procedure. The childcare's policy grievance shall be filed with the National Representative of the local union.
- 9.13 The responding party to the policy grievance shall give its written response within fifteen (15) working days from receipt of the grievance. Failing settlement of the grievance, the originator of the grievance may submit it to arbitration within ten (10) working days from the date of reply of the grievance.
- 9.14 A claim by an Employee, who has completed the probationary period, of being dismissed without cause shall be reduced to writing, stating the redress sought, and signed by the grievor. Such grievance shall be filed at Step 2 of the grievance procedure, within five (5) working days of the date of notification of discharge. A copy of the grievance shall be simultaneously given to the Supervisor.
- 9.15 The Union shall have the right at anytime to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when meeting with the Employer. Such representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

ARTICLE 10 - ARBITRATION

- 10.01 When either party requests that a grievance be submitted to arbitration the request shall be made by email and registered mail addressed to the other party of the Agreement indicating the name of its nominee to an arbitration board. Within ten (10) working days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select an impartial chairperson.
- 10.02 If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within (2) weeks of their appointment, the appointment shall be made by the Minister of Labour Upon request of either party.
- 10.03 The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation as quickly as possible. The Board shall render a decision within thirty (30) working days from the date of the hearing.
- 10.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding the enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
- 10.05 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within twenty (20) working days.
- 10.06 Each party shall pay:
- 1) the fees and expenses of the arbitrator it appoints;
 - 2) one-half of the fees and expenses of the chairperson.
- 10.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

10.08 Single Arbitrator

A single Arbitrator may be requested by either the Employer or the Union and will be subject to mutual agreement.

In this case the party electing arbitration shall submit the names of at least one (1) or more arbitrators to the other party in the letter proceeding to arbitration. If the parties are not able to agree on the choice of an arbitrator after twenty (20) days the appointment shall be made by the Minister of Labour upon the request of either party.

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

10.09 Mediation

The parties agree that while they await an arbitration hearing, they shall engage the services of a mediator to try to reach a settlement. Each side shall pay half the costs of the mediation.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Disciplinary action

When the Employer believes that an employee is not performing to their expectations, or following the policy and procedures of the Centre, they will set up a meeting with the employee to counsel the employee regarding their concerns. This will not be deemed a disciplinary meeting, and neither the union steward nor the union rep may attend.

- 1) The Employer agrees to provide progressive disciplinary measures when problems arise. Therefore, in the event the Employer initiates a disciplinary action against an employee, which may result in a disciplinary record, suspension or discharge of the employee, the following procedure shall be followed:

The employee shall be provided a verbal warning indicating that the employee's actions are inconsistent with Management policy and procedure. A written record of a verbal warning is permissible. If such employee fails to bring his work up to a required standard by a given date, the employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.

- 2) Following a repeat incident, incidents of a similar/related nature, or where there have been two (2) unrelated incidents within six (6)

months of the verbal warning, the employee shall be notified in writing, by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty. If the employee challenges the Employer's penalty of disciplinary action, the employee shall provide a copy of the Employer's notice to the Steward. The employee shall continue his/her employment with all rights and benefits while the Employer arranges a meeting with the childcare's Personnel Committee or designated representative(s).

- 3) Progressive discipline for repeat, similar/related incidents, or where there have been two (2) unrelated incidents within six (6) months of the written warning shall generally follow the progression set out below. However, where the discipline is related to a serious allegation, including but not limited to: as theft or attempted theft, assaults of any nature, falsifying childcare records, bringing illegal drugs/weapons onto the childcare property, falsifying applications/certificates and negative police checks, disciplinary measures can be any of the following, as proportionate to the misconduct as follows:

- 1 day suspension; without pay
- 3 day suspension; without pay
- 5 day suspension; without pay

In addition to discipline, Management will endeavour to find alternate solutions to the problem (ie, communication workshops, transfers, anger management courses) as an additional method of working with the employee to correct the problem. Cost effective means must be considered.

The employer may suspend an employee with pay during an investigation which may lead to discipline. Should the Employer decide that an unpaid disciplinary suspension is necessary, they may deduct the wages earned during the suspension from the employee's next payroll to cover all the days of paid suspension. The employee has the right to grieve the unpaid disciplinary suspension.

- 4) For further infractions, the employee shall be immediately terminated. In all cases the third infraction will be reported to the Board or Personnel Committee who will render a final decision within five (5) working days. The employee may grieve the discipline decision if they feel that it is unjust, or inconsistent with the Employer's practices.

- 11.02 An employee, who has completed her/his probation period, who is suspended or discharged by the Employer, shall have said discipline confirmed in writing. A copy of the disciplinary letter shall be given to the Steward.
- 11.03 The record of an Employee shall not be used against her/him at any time after eighteen (18) consecutive discipline-free months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 11.04 An Employee shall have the right to have her/his Steward present at any discussion with representative(s) of the Employer which the Employee believes might be the basis of disciplinary action. Where a Supervisor or other Employer representative intends to interview an Employee for disciplinary purposes, the Supervisor or representative shall notify the Employee of that fact, sufficiently in advance, of the interview, in order that the Employee may arrange for her/his Steward to attend the interview.
- 11.05 The employee and steward shall be provided with a copy of any disciplinary document that is placed in the employee's personnel file. An Employee shall have the right at any time to have access to and review her/his personnel file in the presence of her/his Supervisor, provided that reasonable notice has been given to the Supervisor, and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record. The file cannot be removed from the office. If there is any disagreement as to the accuracy of information contained in the file the employee has a right to file a grievance. The eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware. To confirm that employees were aware of evidence, the employee and/or steward must sign each piece of evidence indicating that they have received it.

An employee shall have the right to make copies of any material contained in his/her personnel record when preparing for a grievance. In all other circumstances a written request is required, and access is subject to ATIP (PIPEDA).

- 11.06 Demotion shall not be used as a disciplinary measure.

ARTICLE 12 – SENIORITY

- 12.01 Seniority as referred to in this Agreement shall mean the length of continuous service, from the Employee's most recent date of hire with the Employer. Part time employees shall accumulate seniority at the rate of 1820 hours equivalent to one (1) year of service.
- 12.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Childcare in January of each year.
- 12.03 A newly hired Employee shall be on probation, and shall not have any seniority whatsoever, for a period of six (6) calendar months from the most recent date of hiring. After three (3) calendar months the Employer shall review the work performance of the Employee and submit a written evaluation to the Employee. During the probationary period, the Employee may be disciplined or discharged where, in the sole opinion of the Employer, the employee's performance, conduct at work, or attendance is unsatisfactory, provided that in making such an evaluation the employer does so in good faith. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 12.04 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 three (3) working days without prior notification to the Employer;
 - d) fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to her/his last listed address with the Employer;
 - e) fails to return to work upon conclusion of a leave of absence unless her/his failure to return is for reasonable cause;
 - f) fails to take a medical examination as may be required by legislation;
 - g) is not recalled to work within a twelve (12) month period after her/his layoff; is laid off and accepts her/his severance pay;
 - h) retires, or

- i) works for another employer while on a leave of absence without written permission from the employer.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 When a job 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 one (1) week of the declaration 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 eight (8) weeks from of the original posting. Where necessary, the parties may agree to an extension.

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

13.03 Outside applications for any advertised vacancy shall not be considered until such time as applications of present union members at the Childcare Centre have been fully processed in accordance with this Article. Should no application be received from a present union member within (5) days of posting, the childcare may move to look outside and will do so without being considered in violation of this agreement.

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

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

It is agreed that in circumstances where, factors set forth in 1 and 2 are relatively equal, between two (2) or more Employees, then seniority shall govern. The successful applicant shall be placed on a trial period for up to three (3) months. During the trial period, if the Applicant proves to be unsatisfactory, or if the employee wishes to be returned to her/his former job, the employee shall be returned to her/his former classification and salary, without loss of seniority, shall his or her former position be vacant. During the probation period

the Employees originating position shall be posted and filled as a contract position.

13.05 Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board for five (5) business days.

13.06 If it is necessary for an employee to be transferred to work with a different group of children this shall not be done in an arbitrary or discriminating way.

All staff are subject to transfers based on the needs and operational requirements of the daycare in order to meet regulations and are not limited to time frame.

When a permanent/long term transfers is contemplated, Employees shall be provided at least one (1) month notice of transfer. Where an employee prefers not to be transferred, the least senior staff member shall be moved; however, in the event said employee is not performing to the standards/requirements of the position/centre, seniority will not govern and said employee shall be transferred.

It is understood that continuity of care is very important to children. As such, there will be no transfer between rooms of children or staff for short term periods (less than one week) unless such transfer is to deal with an emergency situation/operational needs.

Where ratio allows, employees shall be offered the opportunity to use accumulated lieu time, or will be assigned to alternate duties.

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

ARTICLE 14 – LAYOFFS AND RECALLS

14.01 A layoff shall be defined as any reduction in the workforce or the hours of work of each employee.

14.02 In the event of a layoff, senior qualified employees shall be given the first option of accepting a layoff. Where senior qualified employees do not accept layoff, employees shall be laid off in the reverse order of their seniority provided that the remaining Employees have the qualifications, skills and ability to meet the normal requirements of the work to be done in accordance with the CCEYA.

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

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

14.05 Advanced Notice of Layoff

Unless legislation is more favourable to the employee, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective layoff date. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 15 – HOURS OF WORK

15.01 The regular weekly hours for Full Time Employees shall be a minimum of thirty (30) per week/six (6) hours per day hours and up to thirty-five (35) hours per week/seven (7) hours per day per week, not inclusive of lunch breaks. The regular weekly hours for Part time employees shall be no less than twelve and one half (12.5) hours and up to twenty- nine (29) hours, not including lunch breaks. Part-time employees shall be provided with an offer of Employment indicating their regular weekly hours at the time of Employment. Where possible part time shifts will be combined, and posted to form Full Time or longer part time shifts. These new shifts would be created by attrition only.

15.02 There shall be a one (1) hour unpaid lunch break every working day for employees who work seven (7) hours per day. Employees who work over five (5) consecutive but less than seven (7) consecutive hours shall receive a half (1/2) hour unpaid lunch break.

15.03 Posting of the work schedule

The hours and days of work of each Employee, except for cases of emergencies, shall be posted in an appropriate place at least two (2) weeks in advance.

Any major change in the hours of work of an employee shall be subject to one (1) month's notice.

15.04 Employees who work a seven (7) hours per day/thirty-five (35) hours per week, or four (4) consecutive hours shall be given one (1) scheduled fifteen (15) minute paid break. Breaks will be scheduled at least one (1) hour before or following a lunch break or they shall be combined at the discretion of the Supervisor.

15.05 Part-time employees have the right to refuse any additional hours or change in hours where they conflict with their ability to go to school or with another job.

15.06 Employees are to report for their scheduled shift and be ready to perform their duties on time. Employees must arrive prior to their shift starting to allow for personal time to get coffee, take off coat, use the facilities etc.

15.07 Employees are required to attend ten (10) staff meetings per ~~year~~ calendar year. For each staff meeting attended, lieu time will be accumulated.

15.08 Allocating Extra Hours

In the event that additional hours become available as a result of the absence of another employee for any reason, the work/hours will be offered on the following basis, subject to always maintaining required ratios required by the Ontario Ministry of Education, all offers of overtime shall be made in order of seniority within the Room, then the Program, then within the Centre.

ARTICLE 16 - OVERTIME

16.01 All time worked in excess of forty-four (44) hours per week shall be considered overtime, but does not include time worked due to late parent pick up.

16.02 All offers of overtime shall be made in order of seniority within the Room, then the Program, then within the Centre, and/or as set out in Article 15.08.

16.03 Lieu time will be given on the basis of hour per hour and applies to staff

meetings, special events such as BBQ and Holiday concert and shall not be considered accumulative for the purpose of overtime as per Article 16.01.

- 16.04 When requested by the Supervisor to remain on the premises during their lunch hour, employees shall receive time off in lieu, on a basis of one-half (1/2) of the time spent on the premises.
- 16.05 Employees may accumulate lieu time for their future use and may request the use of lieu, time at least three (3) days in advance, subject to operational requirements. Employees may take this lieu time in conjunction with their vacation, subject to operational requirements.
- 16.06 Lieu time must be used by March 31st of the following year. Where lieu time cannot be used, the Employee shall be paid out for any accumulated lieu time at the rate lieu was earned.
- 16.07 The Employer shall keep overtime to a minimum. No employee shall be required to work overtime against her/his wishes when other employees are available to perform the required work.
- 16.08 Late Pick-Up

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 compensated at the rate of pay under the Collective Agreement (at the applicable straight time or overtime rate as the case may be) to the nearest quarter hour of the time of the late pick-up of a child, so long as such amount of time is not less than the actual amount of time worked. For example, if a child is picked up at 6:03 p.m., the employee would be paid until 6:15 p.m. If a child is picked up at 6:15 p.m., the employee would be paid until 6:15 p.m.

ARTICLE 17 – HOLIDAYS

17.01 The Employer recognizes the following as paid holidays applicable to definition of Employees per Article 2.05:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 6. Labour Day |
| 2. Family Day | 7. Thanksgiving Day |
| 3. Good Friday | 8. Christmas Day |
| 4. Victoria Day | 9. Boxing Day |
| 5. Canada Day | 10. Civic holiday |

*Statutory holidays are subject to change according to TDSB operating schedule.

17.02 The Employer will close at 2:00 pm on Christmas and New Year's Eve without loss of pay to employees.

A schedule shall be prepared by December 1st of each year with a schedule for each staff person for the shifts. Half of the staff shall work Christmas Eve, and the other shall work New Year's Eve subject to operational requirements. The schedule shall alternate each year to allow for equity of time off.

Part-time staff who are scheduled to work replacing a FT employee, shall be paid for the full shift.

17.03 Employees shall have five (5) personal leave days per year. Such days must be taken separately and can not be added to vacation time or taken during peak periods (i.e. March Break, Summer, Christmas, or special events.) Employees shall provide at least two (2) weeks notice when booking personal days off.

ARTICLE 18 - VACATIONS

18.01 Full time and Part time Employee shall be entitled to vacation with pay, which are consistent with the Employment Standards Act as follows:

1 year but less than 4 years	15 days per year
5 years but less than 10 years	20 days per year
10+ years but less than 20 years	25 days per year
20 years but less than 29 years	30 days per year
25 years	\$500 less taxes on the 25 th anniversary date
30+ years	35 days per year

18.02 An Employee terminating employment at any time in the vacation year, prior to using her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination as per ESA.

18.03 a) Employees shall submit their request on or before March 31 for the period of July 1st to December 31st,

b) Employees shall submit request on or before September 30th for the period of January 2nd to June 30th.

Where two (2) or more Employees request the same vacation date, seniority shall govern when submitted before the deadlines. After said date vacation request shall be assigned on a first come basis and at the discretion of the employer. In scheduling vacation leave, the Employer must be left with a competent work force. Any request for vacation time during high holidays, Christmas, school break and March break shall be allocated on a rotational basis from the most senior to least senior employee.

c) While Employees are requested to submit their request for vacation time as outlined above, this does not preclude vacation requests made throughout the year where replacement staff are available and where the Employee has made a request for the use of vacation time at least two (2) weeks in advance. The Supervisor shall provide written confirmation of approved vacation time within one month of the request, or as soon as possible where request is made less than two months prior to the date requested.

d) An effort shall be made to rotate vacation time to allow less senior staff to take vacation where they have a special event.

e) There will not normally be more than one (1) person off per room. The employer may allow for more than one (1) staff off per room for special events.

f) School age staff may not take March break off for vacation. The Employer may allow for School age vacation time during March break for special events so long as the employer is left with competent work force.

g) Vacation cancellations must be made within writing fifteen business days (15) days prior of said scheduled time, and new dates will only be provided if they are available in order of first come first serve.

h) If a vacation cancellation request is made with less than fifteen (15) business days notice, and the cancellation may be denied and vacation time already scheduled is expected to be taken.

18.04 Vacation schedules will be posted by April 30 for the March 31st deadline and by October 31st for the September 30th deadline showing the number of vacation days credited to each Employee.

- 18.05 Employees shall be permitted to take a maximum of three (3) consecutive week's vacation at one time. Where operational needs allow, and a request is made in advance at the time of the original vacation request, Employees may be allotted up to two (2) additional weeks of unpaid vacation upon request for out of country travel or special events. If the Employee has accumulated vacation or lieu time, they may choose to use the paid time during the extension (up to two weeks) of regular vacation time.
- 18.06 Where an Employee is hospitalized or is entitled to bereavement during her/his period of vacation there shall be no deduction from vacation credits for such event and no vacation pay shall be issued. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. Should the employee wish to be paid (in the event of hospitalization), vacation or sick credits will be deducted as if vacation/sick time was taken.
- 18.07 Where an employee has taken at least one (1) weeks' vacation, which can be taken as single days, the Employee may carry over up to ten (10) vacation day credits from any previous year.
- 18.08 An Employee leaving for or returning from maternity leave is entitled to his/her full vacation for any given year.
- 18.09 All employees shall have the right to observe religious holidays (outside of the holidays provided in Article 17.01) without pay, for a maximum of two (2) days per year. Employees needing time off for the observance of religious holidays must submit written notice at least one (1) month prior to the event. This clause shall be exercised in good faith and shall not be exercised in a random or insincere manner as to violate the provisions of this Collective Agreement.
- 18.10 The Employer may limit vacation time to allow only twenty percent (20%) of staff, on a rotational basis starting with the most senior staff, to be absent during the annual BBQ and Holiday Concert. To try to get the most staff participation, employees shall choose the date for these events at least 4 months in advance.

ARTICLE 19 – SICK LEAVE PROVISIONS

Sick leave credits can be used by an employee because he/ she or dependent family member is sick, injured or disabled, or because of an accident for which the employee is not in receipt of benefits under the Workplace Safety and Insurance Act, or for any other reason allowed

under the Personal Emergency Leave Provisions of the Employment Standards Act, 2000.

- 19.01 Each Full-time employee shall be credited with thirteen (13) days sick leave credit on January 1st of each year. Each Part-time employee shall be credited with six (6) days sick leave credit on January 1st of each year.
- 19.02 An Employee leaving for maternity leave or returning from maternity leave will have their sick leave benefits Prorated; e.g., an Employee leaving in September would receive four (4) sick days and an employee returning in September would receive two (2) sick days.
- 19.03 All employees may carry over any unused sick time for future use up to a maximum bank of fifteen (15) days.
- 19.04 Where no person other than the employee can provide needs during illness of a member of her/his immediate family (parent, child, husband, wife or common law spouse) an employee shall be entitled, after notifying her/his Supervisor, to use their sick leave days for this purpose.
- 19.05 The Employer may require an employee to produce a certificate from a medical practitioner for any illness in excess of two (2) consecutive working days (three (3) days or more) to provide evidence reasonable in the circumstances that the employee was unable to carry out their duties due to illness.
- 19.06 Full time Employees and Part time employees may use their sick leave credits, to attend doctors, dentists or eye examinations appointments (when requested in advance, at least one week prior). These appointments should be made in a manner that minimizes the employee's absence from the childcare and at a time that is the least disruptive to the centre.
- 19.07 The use of sick time shall be exercised in good faith and as outlined in this Collective Agreement. Improper use of sick time may result in disciplinary action.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 *Negotiations*

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer up to conciliation. This clause shall apply for a maximum of:

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

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

20.02 *Leave for Grievances*

The aggrieved Employee and the Shop Steward of the Union shall not suffer any loss of pay or benefits for the total time reasonably spent during working hours, in the processing of a grievance up to Arbitration's. An Employee who is on suspension without pay or has been discharged shall not be paid under this paragraph.

20.03 *Union Leave*

Upon two (2) weeks written notice to the Employer and Employee elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay but with benefits. Such leave shall be limited to a total of twelve (12) working days per calendar year.

20.04 *Bereavement Leave*

An Employee who is absent from work solely for the purpose of mourning the death and/or attending the funeral of the employee's sibling, grandchild, grandparent and spouse's/common law spouse/partner's parents shall be compensated at his/her regular rate of pay for the time so lost from his/her regular work schedule, up to a maximum three (3) working days per ESA.

In the event of the death of the employee's spouse/partner/fiancée, parent or child, the paid leave shall be for up to a maximum of five (5) working days with an optional five (5) unpaid days or the use of any vacation days or lieu time the employee may have accumulated prior to the bereavement.

An additional two (2) days unpaid leave will be provided if the Employee must travel out of province to attend the funeral.

In addition, employees will have the right to schedule any unused personal days, vacation days and sick leave days in addition to the days set out in the above paragraphs. This option will include the right to use such days prior to the five (5) unpaid days, and the additional two (2) unpaid leave days to travel out of the province or after the exhausting the seven (7) unpaid days.

20.05 *Pregnancy leave and parental leave*

(a) Pregnancy leave and parental leave shall be granted as a right and as described in Schedule "B" of the Collective Agreement. The Employer shall not deny the pregnant Employee the right to continue during the period of pregnancy.

Pregnancy leave and parental leave shall be in accordance with the Employment Standards Act and the Canadian Employment Insurance Benefits Plan.

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.

Where a longer period of pregnancy leave or parental leave is requested, an extension of up to a maximum of twelve (12) months will be allowed. A request for such a leave must be provided to the Employer no later than one month prior to the date the leave is scheduled to begin. If the employee elects to continue their benefits during this time she may do so by paying 100% of the premiums to Mandi Daycare Inc. Failure to provide payment will result in immediate removal from the benefit plan.

The Employee shall provide at least one (1) month notice of their anticipated return to work date.

(b) *Emergency Pregnancy Leave*

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

Employee will produce a doctor's certificate stating that the disease is harmful to pregnancy.

20.06 Professional Developments/Personal Wellness Programs

- a) It is the responsibility of an Employee to participate in Professional Developments/Personal Wellness programs. Therefore, to this end, an Employee shall be entitled to a paid leave of absence for professional development, subject to the Employer's prior approval for a period of up to three (3) days. It is required of an Employee to share briefly any knowledge or information or demonstrate (through training) skills gained through staff development with fellow employees at the staff meeting. The Employer shall pay all reasonable costs for attending work related workshops, conferences, etc., (i.e., registration, transportation/per kilometer allowance, and meals up to \$15/lunch or dinner, paid with proof of purchase) up to a maximum of \$400 per calendar year in accordance to budget allowances.
- b) Full Time or Part-Time employees wishing to take any qualifying ECE or equivalent course, upon approval of the employer, will be reimbursed for the cost of the course only, upon presentation of a passing grade of seventy percent (70%) or higher. Participation in or failure to attend professional development will be reflected on the employee's evaluation.
- c) Employees being reimbursed for ECE or equivalent courses must remain with the employer for a period of twelve (12) months before terminating employment. An employee, who fails to remain with the childcare for a period of one year after completion of said course, will reimburse to the employer said costs by deductions from their last pay.

Until an Employee has twelve (12) months of seniority with the Employer, the benefits outlined above will be deemed to be earned on a prorated monthly basis. In the event that the Employee leaves their position prior to finishing their year, any unearned portion of the benefit used by the Employee will be reimbursed to the employer by deductions from their last pay or the Employee must make provisions to repay the employer.

20.07 Jury Duty

Employees who are required to participate for Jury Duty shall be allowed to use any unused vacation, sick or lieu time that they may have accumulated to offset the loss of pay.

For clarity, it is understood that seniority and service continue to accrue during Jury Duty leave. Employees will be paid for one day of Jury Duty provided the employee provide sufficient documentation to demonstrate they have been called to Jury Duty.

20.08 It is the responsibility of employees to make every effort to attend 100% of all staff meetings held, on days when they are at work, each calendar year. Employees shall receive lieu time on an hour per hour basis for time spent in staff meetings. Failure to attend staff meetings will be reflected in employee evaluations.

20.09 ***Programming time***

- a) All employees shall receive programming time as part of their regularly scheduled hours of work. Each program will have a minimum of two (2) hours of programming time per week. This time can be used to do research, prepare and develop program plans, or to complete other work related to employees' job duties. Programming time will be scheduled in not less than one (1) hour blocks.
- b) Employees required to program for March Break and in advance of Summer Program will be entitled to receive an extra one and one half (1.5) hours for each.
- 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 Internet-enabled devices to allow those scheduled for programming at the same time to access the computer, as well as a functioning computer. Employees will have the option of using their own device to complete their programming.

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

- d) In the event that an employee who is entitled to programming time is away from work for any reason, and during 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.

20.10 Employees shall be entitled to request up to one year of unpaid leave of absence for the purpose of Union development or assignment; education and placements; or professional development including paid work at other institutions. Requests for leaves under this article shall be made at least two (2) months in advance. Vacancies resulting from an employee taking a leave of absences shall be posted as temporary contracts. Before wanting to return to work, the Employee shall give four (4) weeks written notice to the Employer.

20.11 ***Employment Standards Leaves***

Unless otherwise modified by the provisions of the Collective Agreement the following leaves will be granted to all employees as required by the Employment Standards Act 2000.

The following leaves, as set out in the Employment Standards Act, will be granted to all employees, including:

- Personal Emergency Leave
- Domestic or Sexual Violence Leave
- Family Medical Leave
- Organ Donor Leave
- Family Caregiver Leave
- Critical Illness Leave
- Crime-related Death or Disappearance Leave
- Child Death Leave
- Emergency Leave
- Reservist Leave

For the duration of these unpaid leaves, staff continue to accumulate seniority, but will not accumulate lieu days.

For the duration of these unpaid leaves, with the exception of Reservist Leave the employer will continue contributions to the existing benefit plan, as stipulated by the group benefit plan and the Employment Standards Act 2000.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

21.01 The Employer shall pay salaries bi-weekly, every second Thursday in accordance with Schedule A attached hereto and forming part of this Agreement. An itemized statement must include the following:

- Pay Period for which wages are being paid,
- The employees pay rate the gross amount of wages (before taxes and

other deductions) and how it was calculated.

- The amount and purpose of each wage deduction and the net amount of wages.

Pay cheques shall be available to Employees by noon.

21.02 There shall be a Supervisor or a designate in charge at all times. An Employee, other than the Designated Supervisor, assigned to carry out the duties of the Supervisor when she/he is absent will be paid an extra two dollars (\$2.00) per hour for all time worked up to 44 hours per week. Thereafter, overtime shall apply. Note: Designated Supervisors receive the two dollars (\$2.00) wage increase whether they are performing these duties or not and are expected to be used fairly to perform such duties. The duties of the designate in charge, in the absence of the Supervisor or Designated Supervisor will be assigned to the most senior qualified staff on shift.

21.03 When an Employee is temporarily, up to five (5) weeks, assigned to a position paying a lower rate, her/his rate shall not be reduced.

When an Employee is temporarily, up to five (5) weeks, transferred to a higher paying position, the employee shall be paid the greater of their current rate of pay or the minimum rate of pay for a higher classification.

Transfers of classification that are anticipated to last longer than five (5) weeks, must follow the layoff or job posting/hiring provisions of this collective agreement.

21.04 The employer shall provide a copy of each current classifications job description and salary. There shall be no change to the job descriptions without mutual consent. In the event that a new job classification becomes necessary, the duties and rate of pay shall be subject to negotiations by the parties. Disagreement with regards to the proper salary for any new classification shall be negotiated between the parties, or submitted for arbitration or mediation.

ARTICLE 22 – EMPLOYEE BENEFIT PLANS

22.01 The Employer agrees to pay one hundred (100%) of the billed premiums for all FULL TIME employees who have completed their probationary period and qualify for coverage based on terms and conditions set out by the provider. Benefits provided will be based on the terms and conditions of the Great West Life Plan, summary attached as Schedule C.

The employees and the Union will be provided with a booklet outlining the benefits.

22.02 PART TIME Employees will be eligible for a Health Care Spending Account once they have completed their probationary period. The HCSA (Health Care Spending Account) BENEFITS will cover-up to 50% of the cost of an individual or family premium PER ANNUM (as the case may be). Expenses are those defined by the Canada Revenue Agency.

22.03 ***Change of Benefit Carrier***

It is understood that the Employer may at any time substitute another carrier for any plan, provided that such change continues to provide equivalent benefits and services. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. In the event the employer wishes to consider an alternative insurance provider, the union will meet with the employer to review the policies.

22.04 ***License Fee***

- a) The employer shall reimburse one hundred (100%) of the license fee to all employees who must register with the College of ECE and Apprentice College of Trades.
- b) The employer shall reimburse one hundred percent (100%) of the cost of police reference checks to all employees who must obtain them.

ARTICLE 23 – HEALTH AND SAFETY

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

23.02 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 applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No Employee shall be ordered or permitted to work on a job which another worker has refused due to unsafe conditions until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

- 23.03 A Union Childcare Centre Representative shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours.
- 23.04 An Employee who is injured during working hours and is required leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at 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.
- 23.05 Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident while performing work related duties shall be at the expense of the Employer.
- 23.06 Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and commence at Step 2 of the grievance procedure.

ARTICLE 24 – GENERAL CONDITIONS

24.01 *Union Bulletin Board*

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

24.02 *Letter of Reference*

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

- 24.03 After one (1) year of employment, the Employer shall discount the employee's assessed childcare fees by twenty-five dollars (\$25) per week.

24.04 *First Aid/CPR Training*

The Employer shall pay for the cost of all first aid and CPR training. All time spent by employees outside of work hours on first aid and CPR training shall be paid at regular time unless they meet the requirements for overtime as per Article 16.

24.05 *Workers' Compensation Coverage*

All employees shall be covered by the Workplace Safety & Insurance Act, 1997. For clarity, an employee receiving payment for a compensable injury under Workers' Compensation/WSIB shall accumulate seniority and service and shall be entitled to all benefits under this collective agreement. While on Workers' Compensation/WSIB, the Employer shall continue to pay its share of all premiums for employee benefit plans.

ARTICLE 25 – GENERAL

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

ARTICLE 26 – TERM OF AGREEMENT

26.01 This agreement shall be binding and remain in effect from January 1, 2022 and shall continue from December 31, 2025 thereafter unless either party gives to the other party notice in writing no more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.

Signed this 25th day of July, 2023.


For the Union


For the Employer


Kelsey Orth; Jul 26, 2023 12:00 EDT






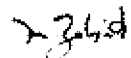

Charles Mullings; Sep 19, 2023 21:10 EDT


Alisha MacPhee; Aug 9, 2023 08:58 EDT


zena parmid; Jul 27, 2023 22:40 EDT


Ashley MacPhee; Jul 25, 2023 11:00 EDT





SCHEDULE A

Mandi Daycare Pay Scale Collective Agreement 2022-2025

SCHEDULE "A"

All employees will be aligned to the pay scale according to their years of service.

Retroactively to January 1, 2022 - all steps on the scale will be increased by 3.50% and paid to all classifications retroactively, including to employees who no longer work for the Employer.

Retroactively to January 1, 2023 - all steps on the scale will be increased by 3.75% and paid to all classifications retroactively, including to employees who no longer work for the Employer.

Effective January 1, 2024 - all steps on the scale will be increased by 4% and paid to all employees in all classifications.

Effective January 1, 2025 - all steps on the scale will be increased by 4% and paid to all employees in all classifications.

An employee will move from one year to the next in her/his wage progression on her/his anniversary date of hire or promotion to the classification as the case may be.

An employee who obtains a promotion shall start at the bottom of the progression; if the hourly start rate is lower than the employee's pre-promotion rate, the employee shall move to the net highest level in the salary grid for the promotion classification.

An employee who's wage falls outside of the wage grid will have the negotiated wage increase applied to their base rate. Red circling of employees will be removed.

Retroactivity will be paid not later than thirty (30) calendar days from the date both parties have ratified the agreement.

MANDI DAYCARE STAFF PAY SCALE

Staff	2021 Y1 Rate	2021 Y2 Rate	2021 Y3 Rate	2021 Y4 Rate
RECE	\$19.71	\$20.80	\$21.88	\$22.97
ECA	\$17.40	\$18.49	\$19.58	\$20.67
COOK	\$15.11	\$16.20	\$17.28	\$18.37

Staff	2022 Y1 Rate	2022 Y2 Rate	2022 Y3 Rate	2022 Y4 Rate
RECE	\$ 20.39	\$21.53	\$22.64	\$23.77
ECA	\$18.01	\$19.14	\$20.26	\$21.39
COOK	\$15.64	\$16.77	\$17.87	\$19.01

Staff	2023 Y1 Rate	2023 Y2 Rate	2023 Y3 Rate	2023 Y4 Rate
RECE	\$21.16	\$22.34	\$23.49	\$24.66
ECA	\$18.68	\$19.85	\$21.02	\$22.19
COOK	\$16.23	\$17.39	\$18.54	\$19.72

Staff	2024 Y1 Rate	2024 Y2 Rate	2024 Y3 Rate	2024 Y4 Rate
RECE	\$22.01	\$23.23	\$24.43	\$25.65
ECA	\$19.43	\$20.65	\$21.87	\$23.08
COOK	\$16.87	\$18.01	\$19.29	\$20.51

Staff	2025 Y1 Rate	2025 Y2 Rate	2025 Y3 Rate	2025 Y4 Rate
RECE	\$22.89	\$24.16	\$25.41	\$26.68
ECA	\$20.21	\$21.47	\$22.74	\$24.01
COOK	\$17.55	\$18.81	\$20.06	\$21.33

SCHEDULE "B" – PREGNANCY & PARENTAL LEAVE

34. Definitions.- In this Part,
- “parent” includes a 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; (“parent”)
- “parental leave” means a leave of absence under subsection 38 (1); (“conge parental”)
- “pregnancy leave” means a leave of absence under subsection 35 (1); “conge de maternite”
35. (1) Pregnancy leave. - A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth is entitled to a leave of absence without pay.
- (2) When leave may begin. – An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) Notice. - The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
- (b) a certificate from a legally qualified medical practitioner stating the expected birth date.
36. (1) Special circumstances. – Subsection 35 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) Notice in special circumstances. – An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- a) written notice of the date the pregnancy leave began or is to begin; and
- b) a certificate from a legally qualified medical practitioner that,
- i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
- ii) in any other case, states the date of the birth, still-born or miscarriage and the date the employee was expected to give birth.
37. (1) End of pregnancy leave if parental leave available. The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) End of pregnancy leave if parental leave not available. – The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-born or miscarriage.

- (3) End of pregnancy leave on employee notice. – The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.
- 38. (1) Parental leave. An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
 - a) the birth of the child; or
 - b) the coming of the child into the custody, care and control of a parent for the first time.
- (2) Restriction on when leave may begin. – Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) When mother's parental leave may begin. – The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) Notice. – The employee must give the employer at least two weeks written notice of the date the leave is to begin.
- 39. (1) Special circumstances. – Subsection 38 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) When leave in special circumstances begins. – The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
- (3) Notice. – An employee described in subsection (1) must give the employer notice that the employee wishes to take leave within two weeks after the employee stops working.
- 40. (1) End of parental leave. – Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks notice of that day.
- 41. (1) Change of notice to begin leave. – An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
 - a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
 - b) to later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (2) Change of notice to end leave. – An employee who has given notice to end leave may change the notice.
 - a) to an earlier date if the employee gives the employer at least weeks written notice before the earlier date; or
 - b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.
- 42. (1) Rights during leave. – During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2)

- that is related to his or her employment unless he or she elects in writing not to do so.
- (2) Benefit Plans. – For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, dental plans and any other types of benefit plans that are prescribed.
 - (3) Employer contributions. – During an employee’s pregnancy leave or parental leave, the employer shall continue to make the employer’s contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee’s contributions, if any.
 - (4) Length of employment. – The period of an employee’s pregnancy leave or parental leave is included in any calculation of his or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.
 - (5) Exception. – The period of an employee’s pregnancy leave or parental leave is not included when determining whether the employee has completed any probationary period of employment. S.O. 1996, c.23, s. 10.
43. (1) Reinstatement. – The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists or to a comparable position, if it does not.
- (2) Reinstatement where employer’s operations have been suspended, etc. – If the employer’s operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume in accordance with the employer’s seniority system or practice, if any.
- (3) Wages. – The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- a) the wages the employee was most recently paid by the employer; or
 - b) the wages that the employee would be earning had the employee worked throughout the leave.
44. No discipline, etc. because of leave. – An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.
45. Employment standards officer may make order. – Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.

SCHEDULE C

MANDI DAY CARE

- ▶ Part time employees:

Entitlement to a health spending account in the amount of 50% of Full-time Premium per annum subject to the Carrier's terms and conditions

- ▶ Full time employees:

Coverage for all current full-time employees subject to the Carrier's terms and conditions

NOTE: Employees not covered under the current benefit plan will undergo a 60-day waiting period;

The parties have agreed to the benefits under the "proposed benefits column"

Full Time Employee Coverage Proposal:

Life Insurance	Benefits
Schedule	Flat \$25,000
Maximum Benefit	\$25,000
Non-Evidence Maximum	\$25,000
Reduction	50% at age 65
Termination	Age 71 or earlier retirement
Waiver of Premium	120 day qualifying period
Conversion Option	Included

Accidental Death & Dismemberment	Benefits
Schedule	Flat \$25,000
Maximum Benefit	\$25,000
Non-Evidence Maximum	Not Included
Reduction	50% at age 65
Termination	Age 71 or earlier retirement
Waiver of Premium	Not Included
Conversion Option	Not Included

Dependent Life	Benefits
Spouse Amount	\$5,000
Child Amount	\$2,500
Child Definition	Birth to age 21 - 25 full time student
Termination at employees age	Age 71 or earlier retirement

Long Term Disability	Benefits
Schedule	66.67% of monthly earnings
Maximum Monthly Benefit	\$1,500
Non-Evidence Maximum	\$1,500
Benefit Duration	To age 65, recovery or death
Elimination Period	120 days
Definition of Disability	24 month own occupation
Canada Pension Plan Offset	Primary
Tax Status	Non-Taxable
All source maximum	85% take-home pay
Rehabilitation Benefits	Included
Partial Disability Benefits	Included
Survivor Benefits	Not Included
Pre-Existing Conditions Clause	90 days & 1 year
Cost of Living Index	Not Included

Medical	Benefits
Co Insurance	80% except 100% OOC, 70% paramedical
Annual Deductible	Nil
Maximum in Canada	Unlimited
Maximum outside Canada	Unlimited
Termination	Retirement
Drug Coverage: <i>(legally requiring a prescription)</i> Deductible/Dispensing Fee Drug Maximum	90% Enhanced Generic Drug Card Equal to dispensing fee \$3,000/person/year
Preventive Vaccinations	Included
Fertility Drugs	Reasonable & Customary
Smoking Cessation Products	\$500 lifetime
Erectile Dysfunction Drugs	Not Included
Vision care	\$500 every 24 months (every 12 months child)
Eye Exams	Once every 24 months (every 12 months child)
Hospitalization in Canada	Ward Accommodation
Convalescent Hospital	Not Included
Out of Country Emergency	60 days
Out of Country Referral	\$50,000 per year
Ambulance	Air/Ground
Hearing Aids	\$700 per 5 years

Licensed/Registered Non-Medical Practitioners:	R & C / visit for all practitioners
Chiropractor	\$300 per year
Osteopath	\$500 per year
Naturopath	\$500 per year
Chiropodist / Podiatrist	\$500 per year
Speech Therapist	\$300 per year
Acupuncturist	\$300 per year
Registered Masseur (RMT)	\$500 per year
Dietitian	\$500 per year
Psychologist/Social Worker	\$500 per year
Physiotherapist	\$500 per year
Physician Referral Required	Not Included
Registered Private Duty Nursing	\$5,000 per year
Orthopedic Shoes	\$500 per year
Orthotics	Combined with Orthopedic shoes
Medically Necessary Appliances	Reasonable & Customary
Accidents to Natural Teeth	100% coverage under Dental

Dental	Benefits
Co Insurance:	80%
Basic Preventative Services	n/a
Major Restorative Services	n/a
Orthodontic Services	n/a
Maximums:	\$1,000 per year
Basic Preventative Services	n/a
Major Restorative Services	\$500
Orthodontic Services	\$500
Annual Deductible	\$25 Single \$50 Family
Complete Oral Examination	Once every 36 months
Oral recall	Once every 9 months
Units of Periodontal	10 units per year
Scaling	
Fluoride Treatment	Once every 9 months
Pit & Fissure Sealants	Included
Space Maintainers	Primary teeth only
Oral Hygiene Instruction	Not Included
Fillings (Amalgam, Acrylic Composite)	Included
Endodontic & Periodontic Services	Included
Oral Surgery	Included
Denture Reline/Rebase/Repair	Included
General Practitioner Fee Guide	Current Fee Guide
Specialist Fee Guide	Not Included
Late Entrant Maximum	\$100 during the 1st 12 months
Termination	Retirement

General	Benefits
Eligibility	Regularly working 24 hours per week
Child Definition for Health/Dental	Birth to age 21-25 full time student
Health/Dental Survivor Benefits	24 months
Stop-Loss	\$10,000
EAP (Employee Assistance Program)	Not Included
Second Opinion Consult Services	Best Doctors ®

Letter of Understanding #1 Provincial or Other Funding

~between~

Mandi Daycare Centre Inc

~and~


The Canadian Union of Public Employees
and its Local 2484

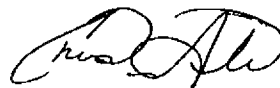
During the life of the Collective Agreement, in the event the City of Toronto, Provincial Government or any other funding agency provides extra funding, unrelated to the current pay equity settlements, targeted to enhance/upgrade the salaries of employees, the Employer will apply for those funds, including applying for the Provincial Wage Enhancement Grant.

Signed this 25th day of July, 2023.


For the Employer


For the Union


Kelsey Orth (Jul 26, 2023 12:11 EDT)








Charles Mullings (Sep 19, 2023 21:10 EDT)


Alisha MacPhee (Aug 9, 2023 08:58 EDT)


Zena Pappas (Jul 27, 2023 22:40 EDT)


Ashley MacPhee (Jul 25, 2023 18:08 EDT)





Letter of Understanding #2 Pay Equity

~between~

Mandi Daycare Centre Inc

~and~

The Canadian Union of Public Employees
and its Local 2484

Letter of Understanding #2- Pay Equity

1. The parties agree to meet within three (3) months of ratification of the collective agreement to conduct a pay equity review and maintenance review for all positions.
2. The parties agree to engage in a joint process to conduct the review for all current positions, and past positions.
3. The wage adjustment in Schedule A is not inclusive of any pay equity adjustments that may be required by law.
4. The pay equity review and maintenance will include, but not be limited to:
 - a. A joint review of the documentation that has been found through research by both parties;
 - b. A review of the current jobs through a review of job descriptions, surveys of employees, and any other methods to which the parties may agree, or would be required to meet the legislative requirements;
 - c. In the event the documentation is determined by the parties to be incomplete, the parties will conduct a review of pay equity plans negotiated by other day care centres in Toronto, who used the Municipality of Metropolitan Toronto as the proxy Employer for the plan/ always with the understanding that whatever is implemented must meet the legislated requirements included in the Pay Equity Act.

Signed this 25th day of July, 2023.


For the Employer

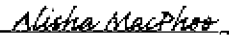
For the Union



Kelsey Orth (Jul 26, 2023 12:01 EDT)





Alisha MacPhee (Aug 9, 2023 08:58 EDT)


Charlene Mullings (Sep 19, 2023 21:10 EDT)


Alisha MacPhee (Aug 9, 2023 08:58 EDT)


zena parmid (Jul 27, 2023 22:40 EDT)


Ashley MacPhee (Jul 25, 2023 18:08 EDT)



