

COLLECTIVE AGREEMENT

BETWEEN

MOTHER OF COMPASSION CHILD CARE CENTRE

(HEREINAFTER REFERRED TO AS "THE EMPLOYER")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2563.05**

(HEREINAFTER REFERRED TO AS "THE UNION")

JANUARY 1, 2025 - DECEMBER 31, 2026

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees and to provide an amicable method of settling any differences which may arise between them, to set forth the conditions of employment to be observed by the Employer and to secure the efficient operation of the Employer's business. It is recognized by this Collective Agreement to be the duty of the Employer, the employees and the Union to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the management of the business and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency, and, in connection therewith to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
 - b) Select, hire, transfer, assign, direct, promote, demote, classify, layoff or recall employees from a layoff, and select employees for positions excluded from the bargaining unit;
 - c) Determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting time; work assignments; working schedules; methods of doing the work; the location of work; the subcontracting of work; the number of shifts; the functions to be performed and the methods, procedures and equipment to be used; job content, quality and quantity standards; the qualifications of an employee to perform any particular job; use improved methods and equipment; and require medical examinations for reasonable reasons, if required; and have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.
 - d) The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Collective Agreement. It is understood by the Union that the express provisions of this Collective Agreement constitute the only limitations upon the Employer's rights.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2563 as the sole and exclusive bargaining agent for all employees of Mother of Compassion Childcare Centre in the City of Toronto, save and except Supervisors, persons above the rank of Supervisor, students on school placements and students employed during the school vacation period and temporary employees.
- 3.02 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit, without proper authorization of the Union.
- 3.03 No employee shall be required to sign any Employer documentation unless the employer has previously sent a copy to the Union.
- 3.04 **Job Descriptions**
The Employer agrees to consult with employees when revising current job descriptions. Copies of job descriptions for all bargaining unit classifications will be forwarded to the Union.

ARTICLE 4 - DEFINITION OF TYPES OF EMPLOYEES WORKING FOR THE EMPLOYER

- 4.01 a) A full-time employee regularly works greater than twenty-four (24) hours per week.
- b) A part-time employee regularly works not more than twenty-four (24) hours per week.
- c) A student is an employee who is in full-time attendance at school. Students, except those employed during the school vacation period, are covered by the terms of this Collective Agreement, unless otherwise specified.

Clarity Note:

A student hired outside of the school vacation period who subsequently works during the school vacation period is covered by the terms of this Collective Agreement, unless otherwise specified.

- d) Casual employees are employees who are called in to work on an occasional basis to replace a bargaining unit employee on a short-term intermittent basis of less than one (1) month but who do not have the work hour requirement of permanent employees. Casual employees are only covered by Articles 5, 7, 11, 12 13, 14, 15, 16 and 19 of the Collective Agreement, notwithstanding anything that may be to the contrary in the Collective Agreement.

- e) Temporary employees are employees hired for a fixed period of time of not more than one (1) year, unless extended by mutual agreement. In order to qualify as a temporary employee, an individual must be hired to replace a member of the bargaining unit who is ill, injured, on a leave of absence, or on pregnancy or parental leave. Should the duration of a pregnancy or parental leave be extended by legislation, the fixed period of time aforementioned will be extended to be compliant with such legislation. Temporary employees shall not be considered seniority employees and they shall be released from the employ of the Employer upon the return to work of the employee they are hired to replace, notwithstanding anything that may be to the contrary in the Collective Agreement.

A permanent employee who posts into a temporary position within the bargaining unit retains all their rights and obligations under this Collective Agreement.

A permanent employee who posts into a temporary position outside the bargaining unit shall have their seniority frozen for a period of not more than one (1) year after which all rights and obligations under this Collective Agreement shall be forfeited.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer, Union and employees agree that there shall be no discrimination, coercion or intimidation against any employee because of non-membership or membership in the Union. The Employer shall not discriminate or use coercion or intimidation against any employee because of membership or non-membership in the Union. The Union further agrees that there will be no union activity or meetings on the Employer's premises, unless agreed to by the supervisor.

5.02 The Employer, the Union and the employees agree to abide by the Ontario Human Rights Code as it is applicable to each of them. The protections of the Ontario Human Rights Code provide, among other things, that every employee has certain protections with regard to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.

ARTICLE 6 - UNION MEMBERSHIP

6.01 As a condition of employment all employees must become union members.

6.02 Check Off of Union Dues

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

6.03 Deductions

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union no later than the fifteenth (15th) 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.

6.04 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.

6.05 The Union agrees to save the employer harmless from any and all claims that may arise as a result of dues deductions as specified in Article 6.02 and payment upon receipt of the monies by the Union office.

ARTICLE 7 - NEW EMPLOYEE ORIENTATION

7.01 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 Articles dealing with union security and dues check-off.

7.02 New Employees

Within five (5) working days of commencement of employment, new employees shall be introduced by the Employer to their Steward. The Steward or their designate may meet on the Employer's premises with the employee during the Steward's or their designates and the employee's break time, or before or after the employee's and the Steward's or their designates shift. Within five (5) working days of commencement of work, employees shall be given a copy of the Collective Agreement.

ARTICLE 8 - NO STRIKES OR LOCK-OUTS

8.01 It is further agreed should there be any illegal strike, either complete or partial, by Mother of Compassion Childcare Centre's Employees that the Union shall make every effort to stop such action.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence between the parties shall be between the CUPE National Staff Representative, with a copy to the Steward, and the Supervisor of the Mother of Compassion Child Care Centre.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The Employer agrees to recognize two (2) bargaining unit employees as well as one (1) alternate to assist in the negotiation of amendments on the renewal of this Collective Agreement.
- 10.02 The Employer agrees to recognize two (2) Stewards, to assist employees in the presentation of any grievance that properly arises under the provisions of this Collective Agreement.
- 10.03 The Union shall advise the Employer, in writing, the names of its Union Committee and Stewards. The Employer shall not recognize committee members and Stewards until such time as written notice has been received.
- 10.04 **Representative of Canadian Union of Public Employees**
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.
- 10.05 **Labour/Management Committee**
The parties agree to continue the practice of meeting on an 'ad hoc' basis as necessary to address issues that may arise with respect to Employer/employee relations and working conditions. This Committee is not empowered to discuss grievances or negotiations nor is the Committee authorized to alter or amend the Collective Agreement.
- 10.06 The purpose of the Labour/Management Committee shall be in general terms, to:
- i) Examine and consider means by which the Centre's services can be improved and expanded;
 - ii) Examine means by which the safety and cleanliness of the Centre's facility can be improved;
 - iii) Constructively examine means of improving programming at the Centre; and
 - iv) Constructively examine means of improving employee/Employer relations.
 - v) It is understood that the Committee will not be used to discuss grievances or other matters that are more properly the subject of negotiations. The Union will notify the Employer in writing of the names of the Union Committee members.

ARTICLE 11 - GENERAL GRIEVANCE PROCEDURE

- 11.01 **Grievance Time for the Union Representative**
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- a) It is understood that the writing up and investigating of grievances shall be performed outside of regular working hours.
- b) A Steward, after first obtaining permission from their Supervisor, will be permitted at reasonable times during working hours to leave their regular duties for short intervals to perform such functions as are properly provided under Article 11. When returning to their regular duties such employee shall so notify their Supervisor. Such employee will be compensated for the time so taken when it is during the employee's working hours on the premises of the Employer.

11.02 **Definition of a Grievance**

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

11.03 **Complaint**

Prior to presenting a grievance, the employee(s) concerned shall attempt to settle the complaint with the Supervisor within ten (10) working days of the date upon which the employee (s) first become aware, or should have become aware, of the facts giving rise to the grievance. Failing satisfactory settlement at this complaint stage the Union may present the grievance at step one in the grievance procedure within seven (7) working days of the complaint meeting.

a) **Step 1**

The Union shall present a dated written grievance to the Supervisor or designate within seven (7) working days of the complaint meeting. The Supervisor or their designate shall arrange to have a meeting with the grievor and their Steward within five (5) working days of receipt of the grievance. The Supervisor, if they so desire, can in addition to themselves, have another person in attendance.

The grievance shall state the nature of the grievance, the Article or Articles of the Collective Agreement violated and the redress sought.

The Supervisor or their designate shall respond to the grievance in writing within five (5) working days after the meeting occurred.

b) **Step 2**

If the Union is dissatisfied with the written response of the Supervisor or their designates in Step 1 of the Grievance Procedure, the grievance must be presented to the supervisor or their designate within five (5) working days of the date of the Supervisor's or their designates reply in the first step of the Grievance Procedure.

Within five (5) working days of the Employer's receipts of the grievance following Step 1, the Supervisor or their designate will meet with the grievor, the Steward and the National Representative unless mutually agreed in writing otherwise. If so desired, the Employer may have another representative at this meeting. Within five (5) working days of this meeting, the Supervisor or their designate shall render the Employer's decision in writing.

c) Step 3

The costs of the Mediator shall be borne in equal amounts by the Employer and the Union.

11.04 Procedure for Filing Employee Discharge, or Suspension Grievances

A claim by an employee who has completed their probationary period that they have been unjustly suspended or discharged, shall be treated as a special grievance, if a written statement of such grievance is lodged with the Employer within five (5) working days after the suspension or discharge is effected. Such grievance shall commence at Step 2 of Article 11.03 of the Grievance Procedure

11.05 Non-Discharge or Non-Suspension Group Grievances

When two (2) or more employees have a non-discharge or non-suspension grievance arising from the same alleged incident giving rise to their grievance, such grievances may be handled as a group grievance. If such is the case, it must be submitted at Step 2 of Article 11.03 of the Grievance Procedure. Such grievance must be submitted within five (5) working days after the incident giving rise to the grievance.

11.06 Procedure for Filing Union Grievances

A grievance of general application by the Union directly arising out of the interpretation or administration of the Collective Agreement may be submitted at Step 2 of Article 11.03 of the Grievance Procedure. Such grievance must be submitted within five (5) working days after the incident giving rise to grievance. It is understood that a Union policy grievance cannot be utilized where the employee could have filed the grievance, as the grievance was personal to the employee. In addition, a Union policy grievance cannot be filed on behalf of a probationary employee who has been discharged or suspended.

11.07 Procedure for Filing Employer Grievances

A grievance by the Employer directly arising out of the interpretation or administration of the Collective Agreement may be submitted at Step 2 of Article 11.03 of the Grievance Procedure. Such grievance must be submitted within five (5) working days after the incident giving rise to the grievance.

11.08 Time Limits Imposed on Grievances

- a) The parties to the Collective Agreement agree that Section 48 (16) of the Labour Relations Act 1995, as may be amended from time to time, does not apply to Article 11 and Article 12.
- b) If the Employer fails to reply to a grievance in the time limits set out above, the grievance may be submitted to the next step of the Grievance Procedure.
- c) Time limits referred to in the Grievance Procedure and Arbitration Procedure may be extended by mutual agreement.
- d) The settlement of a grievance in any of the steps of the Grievance Procedure shall prevent the grievance from being processed further.

e) **Working Days**

For the purposes of this Collective Agreement "working days" shall exclude Saturdays, Sundays and holidays recognized in the Collective Agreement.

11.09 The parties may agree to mediation following Step 2 of the Grievance Procedure.

ARTICLE 12 - ARBITRATION

- 12.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure as herein provided, notify the other party in writing of its desire to submit the difference or allegation to arbitration. 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 a) If the matter is referred to arbitration by the party filing the grievance, such request for arbitration must be made in writing within ten (10) working days from the date of the reply of the Supervisor or their designate in the second step of the Grievance Procedure.
- b) Such a request shall be made in writing indicating the name and address of its nominee to the arbitration board. With fifteen (15) working days there after the other party shall answer indicating the name and address of its nominee.
- 12.03 In the event, that arbitration proceedings are invoked, the matter before the board of arbitration shall be the written grievance identified in 11.03 a) Step 1 of the Grievance Procedure or the written grievance in 11.03 b) Step 2 of the Grievance Procedure for grievance that come under Article 11.04, 11.05, 11.06, and 11.07.
- 12.04 The Arbitration Board shall not have the jurisdiction to amend, alter, modify, or add to, any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 12.05 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the Arbitrator.
- 12.06 Notwithstanding the procedure for selecting the Arbitration Board, the parties may select one (1) person as a sole 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 Collective Agreement. The parties will equally share the fee and expenses of the sole arbitrator.

ARTICLE 13 - PERSONNEL FILES

- 13.01 Upon request by an employee they may have direct access to their personnel file, which must be reviewed by them in the presence of their Supervisor, two times per calendar year. At the time an employee is presented with a document, which will form part of their personnel file, they may if they wish make a notation on the document that they disagree with all or part of it. Such reply shall become part of the permanent record.
- 13.02 Any letters relating to disciplinary action shall not be used against the employee after eighteen (18) months of active service, provided there has been no other cause to discipline during that eighteen (18) month period. All leaves of absence in excess of ten (10) calendar days shall not count toward either of the above periods.

ARTICLE 14 - SENIORITY

14.01 Definition of Seniority

- a) Seniority, as referred to in this Collective Agreement, shall mean length of continuous service in the employ of the Employer.

- b) Length of continuous service is defined as follows:

For full-time employees, as identified in Article 4.01 (a) shall be the most recent date of hire as a full-time employee with the Employer.

For part-time employees as identified in Article 4.01 (b) shall be the employee's cumulative hours of service with the Employer.

A part-time employee, who is the successful applicant for a full-time position, shall have their service hours to date converted in such a way as to establish a new date of hire as a full-time employee based on eighteen hundred and twenty (1820) hours representing one (1) year of seniority.

- i) The employee shall serve the normal waiting periods for entitlement for the Group Insurance Plan.
- ii) The employee's position on the salary grid shall be determined in accordance with the date of hire as a full-time employee and in accordance with Article 14.06 e) as applicable.
- iii) The employee's previous part-time service shall not be used to determine vacation entitlements or paid personal days.

14.02 Seniority Distinguished for Full-time Employees and Part-Time Employees

For the purpose of seniority application, full-time employees, as defined in Article 4.01

- a) have distinct and separate seniority from part-time employees, as defined in Article 4.01 b).

14.03 Seniority Lists

Separate seniority lists shall be maintained for full-time and part-time employees. These seniority lists will be supplied to the Union and posted on the bulletin board in January and June of each year. The seniority list will show each employee's permanent job classification.

An employee's seniority date, job classification and/or ranking shall be deemed to be correct unless it has been disputed under the grievance procedure within thirty (30) working days following the original posting and it has been adjusted through the grievance procedure.

An employee who has not completed their probationary period shall be shown on the seniority list. It is clearly understood that the fact that probationary employees are shown on seniority lists does not mean that they have achieved seniority.

14.04 Probationary Employees

a) Full-time Employees, as defined in Article 4.01 a)

A full-time employee will be considered to be on probation and will not have seniority standing until they have worked one hundred and thirty (130) normal days. It is understood that normal is defined as the number of hours per day the employee was scheduled to work. After sixty-five (65) normal days, the Employer shall review the work performance of the employee and submit the evaluation to the employee.

During the probationary period, the parties to the Collective Agreement agree that termination of employment of a full-time employee shall not become subject to the grievance or arbitration procedures of this Collective Agreement. Upon satisfactory completion of the probationary period a full-time employee will be notified in writing that the employee has acquired seniority standing based on the employee's most recent date of hire as a full-time employee."

b) A part-time employee will be considered to be on probation and will not have seniority standing until they have worked nine hundred and ten (910) hours. After four hundred fifty-five (455) hours the Employer shall review the work performance of the employee and submit the evaluation to the employee.

During the probationary period, the parties to the Collective Agreement agree that termination of employment of a part-time employee shall not become subject to the grievance or arbitration procedures of this Collective Agreement. Upon satisfactory completion of the probationary period a part-time employee will then acquire seniority standing based on the total number of hours worked since the most recent date of hire as a part-time employee with the Employer as specified in 14.01 b) ii).

c) A temporary employee who is the successful incumbent to a permanent position shall be credited for time worked in the temporary position towards the completion of the probationary period as set out in Article 14.04 a) provided the duties of the positions are relatively the same.

14.05 Seniority and Employment Termination

A full-time/part-time employee shall lose all seniority and their employment shall terminate if the employee:

- a) voluntarily leaves the employ of the Employer, or retires is
- b) is laid off continuously for a period of more than twenty-four (24) months;
- c) upon being recalled from a lay-off by registered mail to their last address on record with their Employer, fails to report to work within seven (7) calendar days of this recall. It shall be the responsibility of the employee to keep the Employer and the Union advised, in writing, of their current address and telephone number, if any;
- d) fails to return to work upon termination of an authorized leave of absence, unless they provide reasons which are acceptable to the Employer;
- e) accepts gainful employment while on a leave of absence without the prior permission of the Employer;
- f) fails to take a medical examination as required by the *Childcare and Early Years Act* by a qualified medical practitioner of the employee's choice within ten (10) calendar days of the request;
- g) abuses a child, as defined in the standards set out by the Ontario Provincial Ministry of Community and Social Services, and/or under the *Childcare and Early Years Act* as amended from time to time;

Clarity Note

Provided the Children's Aid Society allows the Employer to conduct its own investigation on the allegations of child abuse, the Employer will endeavour to complete its investigation within two weeks from the date the Children's Aid Society authorizes the Employer to do its own investigation.

During the investigation stage, the employee will be placed on suspension from work and will receive pay during the suspension to a maximum of two (2) weeks. Following the completion of the Employer's investigation, the employee will be informed as to whether they will be terminated. If they are not terminated, they will be reinstated to their employment and shall be paid all lost wages if any that occurred during the investigation and suspension period.

The time frame for the Employer to receive authorization to do its own investigation cannot be used by the Union or the employee to argue that any termination of employment is untimely.

If the Children's Aid Society elects to do the child abuse investigation, termination of employment may only occur after the completion of the investigation. The time frame for the Children's Aid Society to conclude its investigation cannot be used by the Union or the employee to argue that any termination of employment is untimely.

- h) claims pay for time not worked; or
- i) is discharged for just cause.

14.06 Promotions

- a) When permanent or temporary job vacancies occur in the bargaining unit, and the Employer intends to fill such a job vacancy, the Employer will post notice of the vacant position for a period of ten (10) working days on the bulletin board. Promotions do not include temporary transfers of less than three (3) months. Therefore, temporary transfers of less than three (3) months are not subject to the job posting provisions of the collective agreement. Eligible employees may make written application for such vacancies during the posted period.

When the Employer intends to delay the filling of a job vacancy, the Employer will provide notice and consult with the Union within ten (10) working days of the vacancy occurring.

- b) The Employer will determine the successful candidate to a job posting by considering the requirements and efficiency of operations, staff/child continuity relationships, educational qualifications, the knowledge, training, experience, skill and present ability of the individual to perform the required work in determining which employee is to be promoted to higher paid jobs within the bargaining unit and where these are, in the opinion of the Employer, equal, the employee with the greatest seniority will receive the promotion. For the purposes of this Article, promotions do not include temporary promotions.
- c) An eligible employee selected on this basis, will be given an opportunity of fulfilling the duties of the new job classification during a trial period which may not exceed thirty (30) actual days of work. If an employee fails to meet the requirements for the job at any time during the above-mentioned trial period, or if the employee wishes to relinquish the job classification at any time during the above-mentioned trial period, they will be returned to their former job classification.
- d) Where no employee meets the qualifying factors under this Article, the Employer shall be free to fill the job at its discretion, immediately, notwithstanding the ten (10) working days specified in Article 14.06 a).
- e) Employees who are promoted as per Article 14.06 will be paid the first rate of pay of the new job classification to which they are promoted which is higher than their present rate of pay. Progression will occur in accordance with Schedule "A".
- f) If requested to do so, the Employer agrees to discuss with the unsuccessful applicant(s), ways in which they can improve their opportunity for future promotions. A Union representative may be in attendance if requested by the employees.

14.07 Lay-offs

A Lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

Lay-offs will be made by job classifications. In the event of a lay-off of employees in a specific job classification, students, probationary employees, temporary employees and part-time employees within the classification shall be laid-off first.

Where it is still necessary to further reduce staff, employees within the classification shall be laid off in reverse order of seniority provided that those entitled to remain are qualified to do the work which is available.

An employee shall be given notice of a permanent layoff as defined by the *Employment Standards Act of Ontario* and, in any event, such notice of a permanent layoff shall not be less than ten (10) working days.

For the purpose of this Article, a lay-off means a lay-off for more than ten (10) working days.

An employee who has received a notice of layoff may choose to accept the layoff.

- 14.08 Employees shall be recalled from layoff in order of their seniority and by job classification, provided those laid-off employees are qualified under the *Childcare and Early Years Act* to perform the available work.

No new employees shall be hired until all those on lay-off have been given an opportunity of recall, provided those laid-off employees are qualified under the *Childcare and Early Years Act* to perform the available work.

A recall from layoff is not triggered by a temporary transfer under Article 25 (Temporary Transfers) of an employee not on lay-off to a laid-off employee's job classification.

- 14.09 In the event of a lay-off as defined in Article 14.07, an employee with higher seniority and who qualifies under the *Childcare and Early Years Act* perform the lower classification work shall have the right to bump down an employee with less seniority. In such an event, the employee bumping down will be reclassified to the lower paying job classification and be paid at the rate nearest to their current rate without a decrease. It is clearly understood that this bumping right does not apply to temporary transfers.

14.10 Seniority Preference

The Employer and the Union agree that the use of seniority for a selection of jobs within a job classification on a seniority basis will not be permitted.

14.11 Application of Seniority

Seniority shall have no application except as herein specifically provided.

ARTICLE 15 - HOURS OF WORK

- 15.01 a) Nothing contained in the hours of work and nothing contained in this Collective Agreement shall be construed to be a guarantee as to the hours of work per day, or as to the hours of work per week, or as a guarantee of working schedules.
- b) Casual employees will not be entitled to lieu time and will be paid straight time for all hours worked unless they meet the requirement of overtime as per Article 15.05.

- 15.02 All employees shall receive one (1) hour of time in lieu for each college placement student supervised. The lieu time must be taken within the calendar year in which the student is supervised.
- 15.03 The normal hours of work for part-time employees, as defined in Article 4.01 b), shall not regularly exceed eight (8) hours in a day, exclusive of a minimum one-half hour unpaid meal period and twenty-four hours per week, but may be less than eight (8) hours per day or twenty-four (24) hours per week.
- 15.04 The hours of work for students, as defined in Article 4.01 c) and casual employees as defined in Article 4.01 d) and temporary employees as defined in Article 4.01 e), shall be in compliance with the *Employment Standards Act of Ontario*.
- 15.05 The rate of one and one half (1½) times the regular rate shall be paid for all approved hours worked in excess of forty-four (44) hours in any given week.
- 15.06 An employee shall not be entitled to an overtime premium more than once with respect to hours worked, and there shall be no pyramiding or duplicating of overtime.
- 15.07 All overtime is voluntary provided the employer obtains the required number of employees to volunteer for the overtime assignment(s) in question. Overtime work will only be given to qualified employees as determined by the *Childcare and Early Years Act* who are available on the premises of the Employer when the assignment(s) are made. If the employer does not get the required number of qualified employees for the overtime assignment, the Employer and the Union agree that the junior qualified employee(s) in the job classification(s) required as determined by the Employer will be required to work the overtime assignment(s) in question. If the employer errs in the assignment of overtime, no employee shall be entitled to money payment for overtime which has not been allocated to them, but will be entitled to be allocated future overtime assignments to restore them for errors made, provided such overtime assignments are available. Article 15.07 has no application whatsoever to employees covering for parental tardiness as outlined in the Letter of Understanding Re: late fees.
- 15.08 Permanent Part-time Employees shall be first offered extra hours of work in addition to their scheduled hours for a month. Such extra work shall be first offered to the permanent part-time employees in order of seniority. If a permanent part-time employee is not available, the Employer shall offer the extra hours to casual employees in order of seniority.
- 15.09 Employees who are required by the Centre to report for work before or after operational hours shall be compensated (with time in lieu or paid straight time) for all such hours worked. Time in lieu must be taken at a mutually agreed time within ninety (90) days or be paid to the Employee in the next pay period following the ninety (90) days.
- 15.10 Hours of Work
An employee who is unable to report for work shall notify the Employer no less than one (1) hour prior to the commencement of the employee's shift. It is understood that the employee will not contact the Employer between the hours of 8:00 p.m. and 6:00 a.m. where able to do so.

ARTICLE 16 - PAID REST PERIODS

- 16.01 All employees who work in excess of five (5) hours on any given day shall receive a meal period of one (1) hour of which one-half (1/2) hour will be paid and one-half (1/2) hour will be unpaid

ARTICLE 17 - HOLIDAYS

- 17.01 Full-time and Part-time employees will be entitled to the following holidays:

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

- 17.02 When any of the above noted 'holidays falls on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday, Tuesday or the preceding Friday, as determined by the Employer, will be deemed to be the holiday for the purposes of this Collective Agreement. The employees shall be informed of the day to be observed as the holiday within two (2) weeks of the holiday.
- 17.03 Full-time and Part-time employees will be paid holiday pay in accordance with the provision of the *Employment Standards Act of Ontario*.
- 17.04 In order to qualify for holiday pay, the employee must work the last full scheduled shift immediately proceeding and the first full scheduled shift immediately following the holiday.
- 17.05 Employees defined in Article 4.01 b), 4.01 c), 4.01 d) and Article 4.01 e) will be granted holidays in accordance with the provisions of the *Employment Standards Act of Ontario*.

ARTICLE 18 -VACATIONS

- 18.01 The following vacation schedule shall apply to all full-time employees as defined in Article 4.01a):

LESS THAN ONE (1) YEAR

An employee who has completed less than one (1) year of continuous employment with the Employer, as of and including December 31st of any current calendar year, shall receive vacation pay according to the *Employment Standards Act of Ontario*.

ONE (1) YEAR TO LESS THAN FIVE (5) YEARS

An employee who has completed one (1) or more years but less than five (5) years of continuous employment with the Employer, as of and including December 31st in any current calendar year, shall receive two (2) weeks vacation time off and four (4) percent of their gross earnings from January 1 of that current year to and including December 3rd of that current year sometime in the following calendar year when they take their vacation.

FIVE (5) YEARS TO LESS THAN SEVEN (7) YEARS

An employee who has completed five (5) years or more but less than seven (7) years of continuous employment with the Employer, as of and including December 31st in any current calendar year, shall receive three (3) weeks vacation time off and six (6) percent of their gross earnings from January 1 of that current year to and including December 3rd of that current year sometime in the following calendar year when they take their vacation.

SEVEN (7) YEARS TO LESS THAN TEN (10) YEARS

An employee who has completed seven (7) years or more of continuous service with the Employer, as of and including December 3rd in any current calendar year, shall receive four (4) weeks vacation time off and eight (8) percent of their gross earnings from January 1st of that current year to and including December 31st of that current year sometime in the following calendar year when they take their vacation.

TEN (10) YEARS TO LESS THAN FIFTEEN (15) YEARS

An employee who has completed ten (10) years or more of continuous service with the Employer, as of and including December 3rd in any current calendar year, shall receive twenty-three (23) days' vacation time off and nine and two-tenths (9.2%) percent of their gross earnings from January 1st of that current year to and including December 3rd of that current year sometime in the following calendar year when they take their vacation.

FIFTEEN (15) YEARS OR MORE

An employee who has completed fifteen (15) years or more of continuous service with the Employer, as of and including December 3rd in any current calendar year, shall receive twenty-five (25) days' vacation time off and ten (10) percent of their gross earnings from January 1st of that current year to and including December 31st of that current year sometime in the following calendar year when they take their vacation.

TWENTY (25) YEARS OR MORE

An employee who has completed twenty (25) years or more of continuous service with the Employer, as of and including December 31st in any current calendar year, shall receive twenty-eight (28) days vacation time off and ten (10) percent of their gross earnings from January 1st of that current year to and including December 31st of that current year sometime in the following calendar year when they take the vacation.

THIRTY (30) YEARS OR MORE

An employee who has completed thirty (30) years or more of continuous service with the Employer, as of and including December 31st in any current calendar year, shall receive thirty (30) days' vacation time *off* and twelve (12) percent of their gross earnings from January 1st of that current year to and including December 31st of that current year sometime in the following calendar year when they take their vacation.

18.02 Vacations shall be taken between January 1st and December 31st inclusive of the following year.

18.03 a) The Employer agrees to endeavor to schedule vacations so that employees can receive at least two (2) weeks of their vacation entitlement consecutively. It is understood and agreed that the Employer will give every preference to time at which employees wish to take their vacations but, of necessity, the Employer must reserve the final decision as to the scheduling of vacations.

b) Vacation requests shall be submitted by the employee to the Employer on the following basis: For the period April 1st to September 30th requests shall be submitted by the last business day in February; a written response from the Employer will be given to each employee by the end of March 15th; approval will be granted on the basis of seniority with dates requested as per operational requirements; and any vacation request after such time for the time period will be subject to availability, not seniority.

For the period October 1st to March 31st requests shall be submitted by the last business day in August; a written response from the Employer will be given to each employee by the end of September 15th; approval will be granted on the basis of seniority with dates requested as per operational requirements; and any vacation request after such time for the time period will be subject to availability, not seniority.

18.04 If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an extra day of vacation with pay for each holiday in addition to their regular vacation time provided they worked the last full scheduled shift immediately before going on vacation and they worked the first regularly scheduled full shift immediately following the vacation period.

18.05 Employees may request to carry over into, the next vacation year, up to five (5) days of vacation, with the approval of the Supervisor.

18.06 Employees who quit without giving the Employer two (2) weeks' written notice shall receive vacation pay in accordance with the *Employment Standards Act of Ontario*.

18.07 Employees defined in Article 4.01 b), 4.01 c), 4.01 d) and 4.01 e) will be granted vacations in accordance with the provisions of The Employment Standards Act of

Ontario. 18.05 Employees may request to carry over into, the next vacation year, up to five (5) days of vacation, with the approval of the Supervisor.

- 18.08 In the event that the Centre is closed as a result of a government/provincial directive and/or a catastrophe and employees continue to be in receipt of earnings during the closure, employees will receive their vacation pay but will not accrue vacation time for the duration of the closure.

ARTICLE 19 - SICK LEAVE

- 19.01 Sick leave means the amount of time, accumulated as hereinafter provided, that a full-time employee as defined in Article 4.01 a) is absent from work by virtue of being sick or disabled for which the employee receives their regular rate of pay to the maximum of their credits. In the event that an employee is on an approved sick leave and has exhausted their sick leave credits, the employee shall be deemed to be on sick leave without pay.
- 19.02 On January 1st of each calendar year a full-time employee, who has completed their probationary period, will be credited with twelve (12) regular days of sick credits. These credits are earned on the basis of one (1) day for every full month of service up to a maximum of twelve (12) days in any calendar year.
On January 1st of each calendar year a part-time employee, who has completed their probationary period will be credited with a minimum of forty-eight (48) hours of sick credits. These credits are earned on the basis of four (4) hours for every full month of service up to a minimum of forty-eight (48) hours in any calendar year. Should an employee work on average more than four (4) hours per day per month their accrual rate will reflect the average hours actually worked in that specific month.
- 19.03 A full-time employee who has not completed their probationary period as of January 1st in any current year, upon the first of the month following the completion of their probationary period will be credited with (1) day for each full calendar month commencing as of the first of the month following the completion of their probationary period up to a maximum of twelve (12) regular days in any current calendar year. These credits are earned on the basis of one (1) day for every full calendar month of service commencing from the first of the month following the completion of the probationary period up to the maximum of the twelve (12) regular days in any calendar year.
A part-time employee who has not completed their probationary period as of January 1st in any current year, upon the first of the month following the completion of their probationary period will be credited with four (4) hours for each full calendar month commencing as of the first of the month following the completion of their probationary period up to a maximum of forty-eight (48) hours in any current calendar year. These credits are earned on the basis of four (4) hours for every full calendar month of service commencing from the first of the month following the completion of the probationary period up to the maximum of forty-eight (48) hours in any calendar year. In the cases where an employee works on average more than four (4) hours per day per month their accrual rate will reflect the average hours actually worked in that specific month and the accrual on an annual basis may exceed the forty-eight (48) hours in the calendar year.

A casual employee who has worked in excess of five hundred (500) hours in the previous calendar year will be credited with sick hours on a pro-rata basis for the current calendar year. The calculation for sick hours will be based upon the percentage of hours worked in relation to a full-time employee (1950 hours) multiplied by ninety-six (96) hours to a maximum of forty-eight (48) hours. The sick hours can only be used for scheduled shifts and there will be no carry-over of unused sick hours into the following calendar year.

19.04 Sick leave credits used will be deducted from the accumulated credits. If an employee draws from credits banked but not yet earned based on the one (1) day formula mentioned above and subsequently quits or is terminated the advanced unpaid credits will be deducted from monies owing to the employees and such authorization for the Employer to make such deduction is deemed automatically provided by the terms of this Collective Agreement.

19.05 When an employee is *off* work for any reason, other than vacation, sick leave credits will not be earned as of the first of the month following such absence, notwithstanding anything that may be contrary in the Collective Agreement. However, sick leave credits will again commence to be earned upon the return of the employee to full-time duty. It is understood that the employee shall not lose their accumulated sick leave credits earned up to the time of the start of the absence.

19.06 Each day that an employee is *off* work and is entitled to draw on the sick leave credits they will be paid on the basis of one (1) day or a partial day at their regular rate of pay for the day or portion of the day until such time as they have used all the credits in the bank.

19.07 Employees may bank any unused sick leave credits to a maximum of thirty (30) days in total. Accumulated sick days are not payable upon termination of employment. As such, all accumulated sick days are lost upon termination of employment.

19.08 **RETURN TO WORK/ MODIFIED WORK**

The Employer and the Union are jointly committed to re-integrating employees back into the workplace who have been absent from work due to injury or illness. The Employer and the Union will work together to identify work suitable for employees returning to work and make reasonable efforts to accommodate any limitations identified by the medical practitioner. Any accommodation requests shall be done in good faith and in a non-discriminatory manner. A joint and confidential meeting of the Employee, Director and President of the Local or the Vice President of the Unit will be held with each returning employee to discuss and create a reintegration plan and modified work if required. Human Resources may be consulted to assist. Notwithstanding the foregoing, the provisions of the *Ontario Human Rights Code* relating to disability and accommodation continue to apply.

19.09 An employee, upon request, will be advised of the amount of earned and unearned sick leave accrued to their credit.

19.10 Employees defined under Article 4.01 b), 4.01 c), 4.01 d) and 4.01 e) are not covered by Article 19 - Sick Leave.

- 19.11 Employees may use sick leave to be absent for medical or dental appointments to a maximum of three occasions per calendar year. The absence must be scheduled at least twenty-four (24) hours in advance and is subject to the approval of the Employer. The absence must be at least three (3) consecutive hours. The employee may be required to provide satisfactory evidence that they were actually at a medical or dental appointment.
- 19.12 An employee may use up to three (3) days of annual sick leave credits in cases of illness or injury of the employee's spouse, dependent child or parent who is dependent on their care.

ARTICLE 20 - PAID PERSONAL DAYS

- 20.01 Full-time employees who have completed one (1) year of continuous employment with the Employer shall be entitled to a maximum of two (2) paid personal days off per calendar year to be used for reasons such as family illness, business, family responsibilities or non-statutory religious holidays. Such paid personal leave will be granted at times when it does not unreasonably interfere with the efficient operation of the Employer. Such days must be pre-approved in writing by the Employer and may be taken as full days or half days. Paid personal days may not be carried over, from one calendar year to another. Unused paid personal days as of December 31st of any calendar year shall be paid out on the basis of one (1) full day not taken.
- 20.02 Employees defined under Article 4.01 b), 4.01 c), 4.01 d) and 4.01 e) are not covered by Article 20 - Paid Personal days.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

- 21.01 Maternity and parental leave will be granted in accordance with the provisions of the *Employment Standards Act of Ontario*. Notwithstanding anything that may be to the contrary in this Collective Agreement, the payment towards all group insurance benefits by the Employer will be determined by the *Employment Standards Act of Ontario 2000/ s.51 (1) (2) and (3)*, as may be amended from time to time.

ARTICLE 22 - LEAVE OF ABSENCE - UNION OR PERSONAL LEAVE

- 22.01 Leave of absence without pay shall be granted upon written request to the Employer to employees elected or appointed to represent the Union at Conventions and/or Seminars, provided:
- the total of such time shall not exceed thirty (30) days; not more than two (2) employees are involved in each request; and such leave does not unduly interfere with the efficient operation of the Employer.

- 22.02 The Employer may grant a leave of absence without pay for other reasons at its sole discretion; such leave of absence shall not be unreasonably denied. Such leaves shall be for stated periods and shall not exceed twelve (12) months, unless both the Union and the Employer mutually agree otherwise.
- 22.03 The Employer's payments towards all group insurance benefits will be suspended after the first month of any leave of absence. They will be reinstated upon the return of the employee to full-time duty. If the employee wishes continuation of these benefits during such leave, it will be their responsibility to pay the total cost of these group insurance benefits prior to starting the leave of absence. This provision does not apply to employees on an approved apprenticeship leave of absence for educational purposes.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01 a) The Employer shall pay a full-time employee as defined in Article 4.01 a), and a part-time employee as defined in Article 4.01 b), up to five (5) consecutive work days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of the employee's mother, father, brother, sister, spouse, children, step children, mother-in-law and father in-law.
- b) The Employer shall pay a full-time employee as defined in Article 4.01 a) and a part-time employee defined in Article 4.01 b) up to three (3) days pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of employee's grandchild, grandparent, sister-in-law and brother-in-law.
- In the event of the death of an employee's aunt, uncle, niece, nephew, step-parent, the employee shall be granted one (1) day pay at the employee's regular hourly rate of pay for all time lost to attend the funeral or memorial service.
- In special circumstances, the Employer may grant an extension of time for such leave, but it shall be without pay and at the sole discretion of the Employer.
- c) Notwithstanding Articles 23.01 a) and b) above, for employees travelling outside the province for funeral services for persons referred to in a) and b) such leave shall also include unpaid reasonable travelling time, not to exceed ten (10) working days. In special circumstances, the agency may grant an extension of time for such leave. Such leave shall be without pay and may be granted at the sole discretion of the Employer.
- Payment in a) and b) above shall be made only to the extent of time lost while making arrangements for and/or attending the funeral. In order to qualify for the above, the employee must have completed their probationary period.
- 23.02 Full-time employees and part-time employees will not be paid for regularly scheduled days *off* under this Article.
- 23.03 It is understood that if the full-time employee or the part-time employee is entitled to receive pay under any other provision of this Collective Agreement, there will be no pyramiding or duplicating of benefits.

- 23.04 Employees defined under Article 4.01 c), 4.01 d) and 4.01 e) are not covered by Article 23 - Bereavement leave.

ARTICLE 24 - WAGES

- 24.01 Employees shall be paid salaries bi-weekly via direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. An employee shall be provided for each pay, an itemized statement of their salary, overtime and other supplementary pay and deductions. In the event of an emergency, the Centre may be required to pay employees by cheque to ensure that employees are paid on the scheduled pay date.

Pay periods and pay dates will be based on current practice.

An employee who ceases to work for the Employer having received monies for time not worked shall reimburse the Employer the said monies, prior to final paperwork being received by the employee. If the employee fails to reimburse the Employer, these outstanding monies will be deducted from monies owed to the employee and such authorization for the Employer to make such deduction is deemed automatically provided by the terms of this Collective Agreement.

- 24.02 The Employer shall reimburse full-time and part-time employees for the cost of the TTC transportation to and from an approved Professional Development program that the employee is required by the Employer to attend.

ARTICLE 25 - TEMPORARY TRANSFERS

- 25.01 a) When an employee is temporarily transferred to a higher paying job classification than their own, they shall continue to receive the pay for their own job classification unless such transfer continues for more than ten (10) consecutive working days. If the transfer continues for more than ten (10) consecutive working days, the change in wage rate shall apply from the beginning of such transfer and they shall not be paid less than five percent (5%) above their current rate. When an employee is temporarily transferred to a lower paying position their rate shall not be thereby reduced. For the purpose of this Article, a temporary transfer means a transfer that will last until the absent employee returns to work or if it is the result of a vacancy as determined by Article 14.06, until such time as a qualified employee becomes available.
- b) This Article shall not apply when an employee is temporarily transferred to cover an employee who is on vacation.

ARTICLE 26 - NEW JOBS

- 26.01 Should any new job classifications be established by the Employer, within the bargaining unit, during the life of this Collective Agreement, the Employer will notify

the Union of the new job classification and the range of wage rates for such classification? Within a period of ten (10) days from the date of notice, a meeting will take place, if so requested by the Union, to discuss such wage rates. If no request has been made by the Union to discuss the range of wage rates, the range of wage rates shall become part of the wage structure as established by the Employer. The time set out above may be extended by a mutual agreement by the Employer and the Union.

If the parties are unable to agree on the range of wage rates for a new job classification, the disputed wage rates will be treated as a grievance and shall be filed at the arbitration step of the Grievance Procedure. If the matter is referred to arbitration, the arbitrator shall only have the right to establish new wage rates by comparing the new job classification with existing wage rates of the other job classifications established in this Collective Agreement. It is understood that the new wage rates will be paid retroactive to the date an employee was transferred to the new job classification.

- 26.02 A qualified Early Childhood Educator who is appointed by the Employer to be in charge in the absence of the Director shall be paid an in-charge rate of one dollar (\$1.00) per hour for each hour that the employee is in charge.

ARTICLE 27 - HEALTH AND SAFETY

- 27.01 The Employer and the Union agree that it is desirable to maintain reasonable standards of safety and health in order to prevent occupational injury or illness.
- 27.02 The employees will comply with any reasonable health and accident prevention program established by the Employer.
- 27.03 The employees, the Union and the Employer agree to abide by the current *Occupational Health and Safety Act of Ontario*, as it is amended from time to time, as it is applicable to them.

ARTICLE 28 - BULLETIN BOARD

- 28.01 The Employer will provide a bulletin board upon which the Union may post notices of union meetings, upcoming educationals or newsletters and initialed by a Union Officer within the bargaining unit.

ARTICLE 29 - RESPECTFUL WORKPLACE

- 29.01 The Centre and the Union are jointly committed to providing a diverse, healthy, positive supportive, safe and respectful work environment in which individuals are free from workplace violence and harassment.

The Centre and the Union will not tolerate any form of workplace violence and harassment from any source and will take all reasonable steps to prevent and address workplace violence and harassment in accordance with the agency's workplace violence and harassment policy.

Employees are expected to report any experienced or observed workplace violence or harassment in accordance with the agency's workplace violence and harassment policy.

ARTICLE 30 - GENERAL

30.01 Whenever the singular, masculine or feminine is used in this Collective 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 require.

30.02 Injury Pay

An employee who is injured while at work and is required to leave the workplace for treatment or is sent home by the Employer as a result of such injury, shall be paid for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit to return to work on that shift.

30.03 Employee Childcare Discount

An Employee who has a child enrolled at the Centre and pays full fee will be entitled to a twenty-five percent (25%) discount. An employee who pays a subsidized rate will not be entitled to the discount.

30.04 An employee who believes that their workload has increased beyond what would be considered reasonable, shall have the right to submit in writing the workload issue in detail to the Director. The Director will meet with the employee to review the workload issue and if the review determines that there has been an unreasonable increase in the workload, they will work towards a solution. When necessary, the Labour/Management Committee will provide assistance to resolve the workload issue. A complaint under this Article will not be subject of a grievance or arbitration.

30.05 The Employer shall reimburse employees who are required to renew their license with the College of Early Childhood Educators (CECE). Reimbursement shall be made within thirty (30) calendar days of the employee(s) providing a valid receipt for such expense.

In the event an employee leaves the service of the Employer, for reasons other than retirement or layoff, the Employer may recover a pro-rated portion of the College fees from the employee's final pay.

30.06 Late Fees

An employee who is required to stay beyond their shift as a result of parental tardiness, will be paid the late fees by the Employer within fifteen (15) days whether or not the Employer has collected the late fees.

ARTICLE 31- GROUP INSURANCE PLAN

31.01 The Employer will pay eighty percent (80%) of the premium cost payable as of January Pt, 2016 for the following plans for all full-time employees, as defined in Article 4.01 a) on the first of the month following six (6) months of continuous employment. *

A) Benefits for Employees and Dependents:

1) Life Insurance:

Two (2) times annual regular earnings to a maximum of one hundred thousand dollars (\$100,000.00).

The benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier.

2) Accidental Death and Dismemberment:

Two (2) times annual regular earnings to a maximum of one hundred thousand dollars (\$100,000.00).

The benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier.

3) Long Term Disability:

Benefit Amount: Sixty-six point sixty-seventh percent (66.67%) of regular monthly earnings up to a maximum of four thousand and five hundred dollars (\$4,500) * The amount is reduced if it exceeds the coordination level under the policy.

Elimination Period: One hundred and twenty (120) days

The Employer shall provide an employee who qualifies for Long Term Disability benefits, the option of participating in the Group Insurance Plan benefits provided that the employee pays fifty percent (50%) of the premiums.

Termination of Benefit: After five (5) years, age sixty-five (65), death or recovery, whichever occurs first.

*Taxability of Benefit: taxable benefit

B) Benefits for Employees and Dependents:

Health Care Plan:

As presently provided by Ontario Coalition for Better Child Care Network Member Group Insurance Plan or an equivalent plan.

Drug plan:

Ontario Formulary Drugs - eighty percent (80%)

Non-Formulary Drugs - fifty percent (50%) Pay-Direct Drug Card

Annual maximum ten thousand dollars (\$10,000.00)

All Other Health Expense Coverage: Annual Deductible:

Single - fifty dollars (\$50.00)

Family - one hundred dollars (\$100.00)

Semi-Private Hospital:

Annual maximum twenty-five thousand dollars (\$25,000), daily maximum one-hundred dollars (\$100.00)

Private Duty Nursing: Annual maximum five-thousand dollars (\$5,000.00)

Paramedical Services: Annual Maximum four-hundred dollars (\$400.00)

Vision Care: Four hundred dollars (\$400.00) per twenty-four (24) months and the cost of one (1) eye exam to a maximum of seventy-five dollars (\$75.00) every twenty-four (24) months.

Effective October 1, 2020.

Lifetime health care Maximum:

Unlimited

Dental Plan:

Basic Plan Reimbursement Levels - one hundred percent (100%)

Basic Plan Annual Maximum - one-thousand dollars (\$1,500.00)

Major Dental Reimbursement - fifty percent (50%)

Dentures & Bridgework - five (5) Yr. Max. - two thousand (\$2,000.00)

Orthodontic Lifetime maximum - two thousand dollars (\$2,000).

Effective October 1, 2020.

Fee Guide:

Current Ontario Dental Association Fee Guide for General Practitioners.

Notes:

- 1) Employees defined under Articles 4.01 b), 4.01 c), and 4.01 d) are not entitled to any of the benefits listed under Article 30.
- 2) The above outlines the principal features included in the insurance program, but it is not to be considered the contract of insurance. The complete terms and conditions of these protections are set forth in the policies, certificates and/or plan of each of the insuring companies. The parties to the Collective Agreement agree that the contract(s) of insurance or policies, certificates and/or plan of each of the insuring companies do not form part of the Collective Agreement, notwithstanding anything that may be to the contrary in the Collective Agreement. The parties also agree that if there is a dispute in regard to the denial of payment for a claim under a benefit program by an eligible employee covered by the benefit program, the forum to settle the matter is the Courts, not arbitration as provided in the Collective Agreement.
- 3) The Employer at its sole discretion can change the carrier for any of the above benefits, provided the level of benefits does not decrease. If

reasonably possible, prior to changing a carrier or carriers the Union will be given one (1) months notice of the change.

- 4) The Employer's payment towards the Insurance program will cease when an employee is laid off, terminated or on a leave of absence as specified in Articles 21.01 and 22.03 of this Collective Agreement.

ARTICLE 32- MULTI SECTOR PENSION PLAN (MSPP)

32.01 All full-time employees will be enrolled in the Multi Sector Pension Plan and each employee will contribute two percent (2%) of their wages and that amount will be matched by the Employer. Effective January 1, 2023, contributions by the employee will increase to three percent (3%) and that amount will be matched by the Employer.

ARTICLE 33 - COPIES OF THE COLLECTIVE AGREEMENT

33.01 The Employer and Union shall each pay fifty percent (50%) of the cost of producing a sufficient number of copies of this Collective Agreement.

ARTICLE 34 - DURATION

34.01 The Collective Agreement shall remain in effect from January 1, 2025 to December 31, 2026 and shall renew itself automatically for periods of one (1) year thereafter unless either party notifies the other in writing during the period of three (3) months prior to the expiration date of any annual renewal.

34.02 In the event of such notification being given to amend this Collective Agreement, negotiations between the parties shall begin within thirty (30) days following such notification or such date as mutually agreed to.

SIGNED AT TORONTO THIS _____ DAY OF _____ 2024

For the Employer

Kristen Laaniste
Kristen Laaniste (Dec 9, 2024 12:09 EST)

Chana Williams

Jocette Meade
Jocette Meade (Dec 10, 2024 09:43 EST)

For the Union

Jennifer Dantae
Jennifer Dantae (Dec 9, 2024 21:30 EST)

Maria Wilkovic
Maria Wilkovic (Dec 9, 2024 14:17 EST)

Kim Dempsey
Kim Dempsey (Dec 9, 2024 13:55 EST)

Heather Murray
Heather Murray (Dec 9, 2024 11:58 EST)

NOTE TO SCHEDULE A

Currently full-time employees move up the grid on the anniversary of the date the employee moved into a full-time position. Part time employees move up the grid based on when the part time employee works an additional one thousand, eight hundred and twenty (1820) hours.

WAGES

- January 1, 2025 - \$1.25 per hour for each classification.
- January 1, 2026 - \$1.25 per hour for each classification.

- For active employees as of January 1, 2025, a lump sum payment of \$500.00 less statutory deductions will be paid to permanent full-time employees. Active part-time and supply/casual employees will be paid a pro-rated lump sum payment less statutory deductions based on the hours the employee worked in 2024. This payment will be completed in the month of January 2025.

SIGNED AT TORONTO THIS _____ DAY OF _____, 2024

For the Employer

Kristen Laaniste
Kristen Laaniste (Dec 9, 2024 12:09 EST)

Clara Williams

Josette Meade
Josette Meade (Dec 10, 2024 09:43 EST)

For the Union

Jennifer Dantae
Jennifer Dantae (Dec 9, 2024 21:30 EST)

Maudy W. L. Linn
Maudy W. L. Linn (Dec 9, 2024 14:17 EST)

Kim de la Cruz
Kim de la Cruz (Dec 9, 2024 13:55 EST)

Heather Murray
Heather Murray (Dec 9, 2024 11:58 EST)

SCHEDULE A

Effective January 1, 2025: \$1.25 per hour to all classifications				
	Start	Year1	Year2	Year3
Assistant Supervisor	\$33.38	\$33.99	\$34.60	\$35.22
ECE	\$29.94	\$30.48	\$31.02	\$31.59
Assistant Teacher	\$21.28	\$21.64	\$22.02	\$22.38
Cook	\$21.28	\$21.64	\$22.02	\$22.38

Effective January 1, 2026: \$1.25 per hour to all classifications				
	Start	Year1	Year2	Year3
Assistant Supervisor	\$34.63	\$35.16	\$35.85	\$36.47
ECE	\$31.19	\$31.73	\$32.27	\$32.84
Assistant Teacher	\$22.53	\$22.89	\$23.27	\$23.63
Cook	\$22.53	\$22.89	\$23.27	\$23.63

Wage Schedule - Assistant Supervisor

As per the current longstanding practice, the incumbent who has posted into the Assistant Supervisor will only be paid for those hours when they are designated by the Employer to act in the role of Assistant Supervisor.

General Wage Increase:

For active employees as of January 1, 2025, a lump sum payment of \$500.00 less statutory deductions will be paid to permanent full-time employees. Active part-time and supply/casual employees will be paid a pro-rated lump sum payment less statutory deductions based on the hours the employee worked in 2024. This payment will be completed in the month of January 2025.

LETTER OF UNDERSTANDING NO. 1

This Letter of Understanding forms part of the Collective Agreement

BETWEEN
MOTHER OF COMPASSION DAY CARE CENTRE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2563

Re: Government Fees

In the event that the City of Toronto, Provincial Government or any other funding agency provides extra funding specifically targeted to enhance/upgrade the salaries of all employees, Management will make all efforts to secure/apply for those funds. Such grants, minus statutory Employer deductions, will be passed on in total to the unionized and non-unionized management employees.

The amount and distribution of grant monies will be based on the rules set by the appropriate government(s). A full share will be based on an employee working thirty-five (35) hours per week in that period. Employees who do not work thirty-five (35) hours per week in that period shall have their share prorated

SIGNED AT TORONTO THIS ____ DAY OF _____, 2024

FOR THE EMPLOYER

Kristen Laaniste
Kristen Laaniste (Dec 9, 2024 12:09 EST)

Carissa Williams

Joseph Meade
Joseph Meade (Dec 10, 2024 09:43 EST)

FOR THE UNION

Jennifer Denton
Jennifer Denton (Dec 9, 2024 21:30 EST)

Maud Wilk
Maud Wilk (Dec 9, 2024 14:17 EST)

Kim Oerley
Kim Oerley (Dec 9, 2024 13:55 EST)

Heather Murray
Heather Murray (Dec 9, 2024 11:58 EST)

LETTER OF UNDERSTANDING NO. 2

This Letter of Understanding forms part of the Collective Agreement

BETWEEN
MOTHER OF COMPASSION DAY CARE CENTRE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2563

Maudry Wiltshire's normal hours of work will be nine (9) hours in a day of which eight and one-half (8½) are paid and forty-five (45) hours per week of which forty-two and one-half (42½) hours will be paid. The meal period under Article 16.01 will apply to the employees.

SIGNED AT TORONTO THIS _____ DAY OF _____, 2024

FOR THE EMPLOYER

Kristen Laaniste
Kristen Laaniste (Dec 9, 2024 12:09 EST)

Clara Williams

Josette Meade
Josette Meade (Dec 10, 2024 09:43 EST)

FOR THE UNION

Jennifer Denton
Jennifer Denton (Dec 9, 2024 21:30 EST)

Maudry Wiltshire
Maudry Wiltshire (Dec 9, 2024 14:17 EST)

Kim de Gooijer
Kim de Gooijer (Dec 9, 2024 13:55 EST)

Heather Murray
Heather Murray (Dec 9, 2024 11:58 EST)

LETTER OF UNDERSTANDING NO. 3

This Letter of Understanding forms part of the Collective Agreement

BETWEEN
MOTHER OF COMPASSION DAY CARE CENTRE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2563

RE: LATE FEES

It is agreed that parental tardiness after the Employer has closed for the day does not create an overtime situation for employees and does not entitle an employee to regular wages or overtime pay, notwithstanding anything that may be to the contrary in the Collective Agreement, with the one exception mentioned below.

When an employee covers for parental tardiness, they must inform the Employer by the end of the next working day and obtain the parent's signature on the "late fees slip" and give the said slip to the Employer at the time of informing the Employer.

The Employer shall collect the late fee from parents and give it to the employee within three (3) working days of notification.

The Employee will be paid the late fee within fifteen (15) days of the occurrence whether or not the Employer has collected the late fee.

The amount of such "late fees" shall be calculated at two dollars (\$2.00) for each minute that the parent is late.

The parties agree that paid "late fees" are deemed to be part of an employee's gross earnings and are subject to normal statutory deductions.

It is understood that if more than one employee is involved in covering for parental tardiness, the late fees will be divided amongst the employees involved.

Notwithstanding the above payment for "late fees", if the Employer determines at its sole discretion that the parental tardiness as mentioned above is due to matters beyond the control of the parents such as extreme weather conditions and other emergencies and Acts of God, then the employee shall not be entitled to "late fees". If such is the case, the employee will be deemed to be working for the Employer and will be entitled to payment of wages as per the Collective Agreement.

SIGNED AT TORONTO THIS _____ DAY OF _____, 2024

FOR THE EMPLOYER

Kristen Laaniste
Kristen Laaniste (Dec 9, 2024 12:09 EST)

Clara Williams

Joelle Meade
Joelle Meade (Dec 10, 2024 09:43 EST)

FOR THE UNION

Jennifer Dantre
Jennifer Dantre (Dec 9, 2024 21:30 EST)

Martyn White
Martyn White (Dec 9, 2024 14:17 EST)

Kim de Gooijer
Kim de Gooijer (Dec 9, 2024 13:55 EST)

Heather Murray
Heather Murray (Dec 9, 2024 11:58 EST)

LETTER OF UNDERSTANDING NO. 4

This Letter of Understanding forms part of the Collective Agreement

BETWEEN
MOTHER OF COMPASSION DAY CARE CENTRE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2563

RE: LEAVING THE PREMISES

One (1) employee from each room may leave the premises during the combined unpaid lunch break and the paid rest period for a total of one (1) hour each day. The rest of the employees are expected to remain on the premises during the paid rest period and such paid rest period shall be uninterrupted time unless the employee is required to respond to an urgent situation that arises in the centre.

SIGNED AT TORONTO THIS _____ DAY OF _____, 2024

FOR THE EMPLOYER

Kristen Laaniste
Kristen Laaniste (Dec 9, 2024 12:09 EST)

Clara Williams

Justine Meade
Justine Meade (Dec 10, 2024 09:43 EST)

FOR THE UNION

Jennifer Dantas
Jennifer Dantas (Dec 9, 2024 21:30 EST)

Maudy Williams
Maudy Williams (Dec 9, 2024 14:17 EST)

Kim de Gooijer
Kim de Gooijer (Dec 9, 2024 13:55 EST)

Heather Murray
Heather Murray (Dec 9, 2024 11:58 EST)

LETTER OF UNDERSTANDING NO. 5

This Letter of Understanding forms part of the Collective Agreement

BETWEEN
MOTHER OF COMPASSION DAY CARE CENTRE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2563

RE: PANDEMIC RESPONSE

This letter of understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulations to be a "designated infectious disease" for the purpose of section 50.1 of the Ontario Employment Standards Act, 2000;
And
2. The government of Ontario has declared a state of emergency pursuant to the Ontario emergency management and civil protection act which has not been terminated or disallowed that is:
 - a) In relation to the same disease(s) which is the subject of the designation referred to above; or
 - b) Is in relation to either the wile province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this letter of understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree that:

1. The employer is committed to continuing to work cooperatively with the union in a fair and timely manner.
2. The employer shall ensure that the joint health and safety committee (JHSC) is informed and actively involved during this time without limiting the duties under the Ontario Occupational Health and Safety Act (OHSA).

SIGNED AT TORONTO THIS _____ DAY OF _____, 2024

FOR THE EMPLOYER

Kristen Laaniste
Kristen Laaniste (Dec 9, 2024 12:09 EST)

Clara Williams

Justina Meade
Justina Meade (Dec 10, 2024 09:43 EST)

FOR THE UNION

Jennifer Dantae
Jennifer Dantae (Dec 9, 2024 21:30 EST)

Melissa Wright
Melissa Wright (Dec 9, 2024 14:17 EST)

Kim Dempsey
Kim Dempsey (Dec 9, 2024 13:55 EST)

Heather Murray
Heather Murray (Dec 9, 2024 11:58 EST)