

# **COLLECTIVE AGREEMENT**

**between**

**GARRISON CREEK COMMUNITY DAYCARE**  
(hereinafter called the "Employer")  
Party of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its LOCAL 2484-28**  
(hereinafter called the "Union")  
Party of the Second Part

**TERM:**  
**January 1, 2024 to December 31, 2024**

**TABLE OF CONTENTS**

**Article 1 – Preamble ..... 2**

**Article 2 – Management Rights ..... 2**

**Article 3 – Recognition and Union Security ..... 2**

**Article 4 – No Discrimination ..... 3**

**Article 5 – No Other Agreements ..... 4**

**Article 6 – Check-Off of Union Dues..... 4**

**Article 7 – New Employees..... 5**

**Article 8 – Correspondence ..... 5**

**Article 9 – Labour Management Bargaining Relations ..... 5**

**Article 10 – No Lockout/Strike..... 6**

**Article 11 – Grievance Procedure..... 6**

**Article 12 - Arbitration ..... 8**

**Article 13 – Discharge, Suspension and Discipline ..... 9**

**Article 14 - Seniority..... 11**

**Article 15 – Job Postings ..... 12**

**Article 16 – Layoffs and Recalls ..... 13**

**Article 17 – Hours of Work ..... 15**

**Article 18 – Overtime ..... 17**

**Article 19 – Holidays..... 18**

**Article 20 – Vacations..... 19**

**Article 21 – Sick Leave ..... 22**

**Article 22 – Leave of Absence ..... 23**

**Article 23 – Payment of Wages and Allowances ..... 26**

**Article 24 – Career Advancement..... 27**

**Article 25 – Benefit Plans ..... 28**

**Article 26 – Job Classification and Reclassification ..... 29**

**Article 27 – Health and Safety ..... 29**

**Article 28 – Child-Adult Ratio..... 30**

**Article 29 – General Conditions..... 30**

**Article 30 – Interpretation ..... 31**

**Article 31 – Police Checks ..... 31**

**Article 32 – Term of Agreement ..... 31**

**Wage Schedule ..... 32**

**Appendix 'A' ..... 33**

**Appendix 'B' - Multi-Sector Pension Plan..... 34**

**Letter of Understanding #1 - Grants ..... 36**

**Letter of Understanding #2 - Access..... 37**

**Letter of Understanding #3 - Room Set Up ..... 38**

**Letter of Understanding #4 - Breaks for Part time employees ..... 39**

**Letter of Understanding #5 - Pay Equity..... 40**

**Letter of Understanding #6 - ECE Placement Students..... 41**

**Letter of Understanding #7 - Benefits for Part Time Employees ..... 42**

---

## Article 1 – Preamble

### 1.1 **Purpose**

It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Daycare and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment with respect to the bargaining unit under this agreement and other matters mutually agreed to.

It is now desirable that matters pertaining to the working conditions of the employees in the bargaining unit be drawn up in a collective agreement.

## Article 2 – Management Rights

### 2.1 **Management Rights**

The Union acknowledges that it is the exclusive right of the Day-care to manage its business and to direct its working forces except where these rights have been specifically modified by the terms of this agreement. The Daycare rights include the right to:

- a) Maintain order, discipline and efficiency;
- b) Make rules and regulations to be observed by the Employees, provided that the rules and regulations are not inconsistent with this agreement;
- c) Determine job content, create and abolish jobs;
- d) Hire, promote, transfer, retire, lay off because of lack of work, demote for reasons other than discipline; and
- e) Discipline, suspend or discharge for just cause.

The Company has the right to promulgate the rules and regulations to be observed by the Employees, provided that they are not inconsistent with this agreement.

Unless the Collective agreement provides otherwise, the Daycare shall retain all residual management rights.

## Article 3 – Recognition and Union Security

### 3.1 **Bargaining Unit**

The Day-care recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of Garrison Creek Community Daycare, Metropolitan Toronto, save and except supervisors and persons above the rank of supervisor.

---

---

### **3.2 Work of the Bargaining Unit**

Employees of the day care whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, training and in cases of emergency and in cases mutually agreed upon by the parties. The parties mutually agree that the Supervisor of the Daycare may cover bargaining unit positions as needed from time to time in order to maintain ratios as determined pursuant to governing legislation (e.g. Childcare and Early Years Act).

### **3.3 Temporary and Casual Employees**

Temporary employees are employees hired for a fixed period of time of not more than twelve (12) months, unless mutually agreed upon by the Day-care and the Union. In order to qualify as a temporary employee an individual must be hired to replace a member of the bargaining unit who is, on vacation, ill, on a leave of absence, or on pregnancy, parental or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefit coverage as set out in Article 25. Casual employees are employees hired as supply staff to replace a member of the bargaining unit by reason of vacation, sickness or indefinite short-term leaves. Casual staff shall not be considered seniority employees nor shall they be eligible for benefit coverage as set out in Article 25.

Full time temporary employees hired for three (3) months and up to one (1) year shall accrue twelve (12) sick days per year at a rate of one (1) day per month.

### **3.4 Full and Part-time Employees**

In this agreement a:

- a) "Full time employee" means a full-time employee who has attained seniority and who is regularly scheduled for thirty (30) hours per week or more.
- b) "Part-time employees" means a part time employee who has attained seniority and who is regularly scheduled for less than thirty (30) hours per week. The parties agree that a part-time employee may be scheduled to work more than thirty (30) hours per week during summer months without affecting their part time status.

## **Article 4 – No Discrimination**

### **4.1 Day-Care Shall Not Discriminate**

The Daycare agrees that there shall be no discrimination contrary to the provisions of the Human Rights Code exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of provincial offences, marital status, family status or handicap as defined in the Human Rights Code.

---

## **4.2 Relationship**

The Daycare and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction, or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

# Article 5 – No Other Agreements

## **5.1 No Other Agreements**

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

# Article 6 – Check-Off of Union Dues

## **6.1 Deduction**

The Daycare shall deduct from every full-time employee and part-time employee dues (not to include initiation fees, fines and assessments) determined by the Union periodically.

The Daycare shall deduct dues (not to include initiation fees, fines and assessments) determined by the Union periodically from a temporary employee who is engaged to replace a full-time employee or part time employee on a pregnancy/parental leave or who is on an authorized sick leave that has exceeded seventeen (17) weeks in duration.

The Union shall inform the Day-care in writing of the authorized monthly dues to be checked-off as defined above.

## **6.2 Remittance**

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) 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.

## **6.3 Dues Receipts**

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

## **6.4 Indemnification Clause**

The Union agrees to indemnify and save the Daycare harmless from all suits, actions, claims and demands of any kind or nature whatsoever which may at any time be brought against it by reason of the deduction of dues as aforesaid.

---

---

## Article 7 – New Employees

### 7.1 **Potential Employees**

The Daycare agrees to advise potential employees of the fact that a union agreement is in effect, and of the conditions of employment set out in the article dealing with union security and dues check off.

### 7.2 **Interviewing Opportunity**

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

## Article 8 – Correspondence

### 8.1 **Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Daycare and the Steward of the daycare. A copy of any correspondence between the Daycare, and its designate, and any employee in the bargaining unit pertaining to the interpretation or application of any part of this Agreement, shall be forwarded by the Daycare to the Steward or her/his designate.

## Article 9 – Labour Management Bargaining Relations

### 9.1 **Union Bargaining Committee**

The Daycare shall recognize a bargaining committee of up to two (2) seniority employees. The Union will advise the Daycare in writing of the Union members of the Bargaining Team.

### 9.2 **Representative of Canadian Union**

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

### 9.3 **Time Off for Meetings**

While meetings will normally be held outside of working hours any representative of the Union or the Bargaining Team, who is in the employ of the Daycare, shall have the right to attend bargaining meetings with the Daycare held within working hours without loss of remuneration. It is understood that the employee(s) must notify the supervisor prior to the meeting date so that she/he may arrange supply staff to ensure staff/child ratios are maintained at required levels.

### 9.4 **Meeting for Collective Bargaining**

---

---

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty-one (21) calendar days after the request has been given.

## Article 10 – No Lockout/Strike

### 10.1 **No Lockout/Strike**

In view of the orderly procedure for settling grievances, the Daycare agrees that there will be no lockout of employees during the terms of this agreement, and the Union agrees that there will be no strike, slowdown, sit down, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Daycare's operations. If any such action takes place, the Union agrees to instruct employees to carry out the provisions of this agreement and return to work and perform their regular duties.

## Article 11 – Grievance Procedure

### 11.1 **Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Daycare 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.

### 11.2 **Union Stewards**

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

### 11.3 **Permission to Leave Work**

The Daycare agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating and presenting grievances as provided in this Article. The Union recognizes that each Steward is employed full-time by the Daycare and that such duties shall have priority over union matters and that she/he/he will not leave her/his work area during working hours except as may become necessary to perform her/his duties under this Agreement. Therefore, no Steward shall leave her/his work area without previously obtaining permission from her/his supervisor. Time for steward duties shall be granted within the next working day. The Daycare will not arbitrarily refuse the Steward permission to leave her/his work area so the steward may perform her/his duties under this agreement.

The shop steward of the Union shall not suffer a loss of pay or benefits for time she/he is reasonably involved during her/his regular hours in processing a grievance in accordance with this collective agreement.

### 11.4 **Definition of Grievance**

---

---

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

### **11.5 Grievance Steps**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and, in the order as set out below.

**Step 1:** It is understood that an employee has no grievance until she/he has given her/his Supervisor the opportunity of adjusting her/his complaint. Such grievance must be made within ten (10) working days from the time it came or ought to have come to the attention of the employee, failing which it shall be barred from the grievance procedure. If such grievance is not settled to the satisfaction of the employee concerned within seven (7) working days, then the following steps may be invoked in order.

**Step 2:** The complaint will be prepared as a written grievance within seven (7) working days following the expiration of the time to resolve the complaint in Step 1. Such grievance will state the clause or clauses in the Agreement alleged to have been violated and will be dated and signed by the grievor and will be presented to the Supervisor. After any necessary discussion, but within ten (10) full working days, unless a longer period be agreed upon by the parties, the Supervisor will give her/his answer in writing.

**Step 3:** If the grievance is still not settled, the Union will present the written grievance to the Daycare's Board of Directors to the attention of the President within five (5) working days after receiving the answer in Step 2. The Board shall consider the grievance at its next regularly scheduled monthly meeting (or within forty-five [45] calendar days, whichever is sooner) and shall render its decision within five (5) working days after the meeting.

*Failing settlement at Step 3*, either party may refer the grievance to a Board of Arbitration in accordance with Article 11. If arbitration is to be invoked, the request for Arbitration must be made within five (5) working days after an answer has been given to the grievance in Step 3 above.

### **11.6 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 2 of this Article may be by-passed. Where the Day-care has a grievance, it shall present it in writing to the National Representative of the Union and such shall constitute Step 3 for that purpose.

### **11.7 Grievance on Health and Safety**

An employee or a group of employees who is requested to work under alleged unsafe or unhealthy conditions contrary to Occupational Health and Safety Act (OHSA) as amended as at the date this Collective Agreement is ratified shall have the right to file a grievance in the third step of the grievance procedure.

### **11.8 Discharge Grievance**

---

**a) Discharge Grievance - Step 2**

A claim by an employee that he has been unjustly discharged, shall be treated as a discharge grievance. The employee shall have the right to file a grievance in the second step of the grievance procedure.

**b) Discharge Grievance - Resolution**

The parties may resolve discharge grievances by:

- i) Confirming the Day-care's action in discharging the Employee; or
- ii) Reinstating the employee with or without compensation and/or seniority; or Any other arrangement on which the parties agree in writing.

**11.9 Replies in Writing**

Replies to grievances stating reasons for refusal rectify the complaint shall be in writing at all stages.

**11.10 Grievance Meetings**

Grievance meetings during working hours between the Daycare and the Union shall take place at the Daycare. For grievance meetings after normal working hours between the Daycare and Union, the Daycare will use its best efforts to obtain a special permit to use the Day-care premises from the appropriate authorities. If a special permit has not been granted, the parties shall agree on a mutually convenient alternative meeting venue.

**11.11 Mutually Agreed Changes**

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

## Article 12 - Arbitration

**12.1 Grievance Required**

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

**12.2 Arbitration - Selection**

- a) Within ten (10) working days of the employer's response at Step 3 of the Grievance Procedure of a grievance alleging a violation or contravention of this Collective Agreement, or within ten (10) working days after the date on which the response was due under Step 3 of the Grievance procedure, either party may refer the grievance to arbitration in accordance with this article by giving the other party notice in writing.
- b) The arbitration shall be before a single arbitrator appointed on the consent of both parties.

- 
- c) If the parties cannot agree to the appointment of an arbitrator within thirty (30) calendar days after notice is given under paragraph 12.2 (a), either party may refer the matter to the Ministry of Labour for the appointment of an arbitrator under the provisions of the Labour Relations Act.
  - d) The decision of the arbitrator is final and binding on the parties, subject to Article 12.3 below.
  - e) The parties will share equally the cost of the arbitrator.

### **12.3 Arbitration - No Amendment to Collective Agreement**

The Arbitrator shall not make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify, add to or amend any part of this Collective Agreement.

### **12.4 Extending of Time Limits**

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

## **Article 13 – Discharge, Suspension and Discipline**

### **13.1 Principle of Innocence**

Both parties agree that an employee is considered innocent until proven guilty, therefore, in the event the Daycare initiates a disciplinary action against an employee, which may result in the suspension or discharge of the employee, the procedure set out in this article shall be followed.

### **13.2 Discipline - Just Cause**

- a) No employee shall be disciplined or dismissed without just cause.
- b) If the Daycare initiates disciplinary action (up to and including dismissal), the Daycare shall notify the employee in writing of the discipline, giving particulars upon which, it intends to rely. The Daycare shall provide written confirmation of disciplinary action in accordance with the procedure set out in this article.
- c) The parties agree that the failure on the part of an employee to comply with the Daycare's Behaviour Management Policy shall be just cause for discipline (up to and including discharge).

### **13.3 Progressive Discipline**

- a) The Daycare may give an employee a written notice indicating what actions of behaviour need changing or to be improved, why and how the changes may be made.
  - b) This notice shall be given to the employee within ten (10) working days that the employee is made aware of such behaviour.
-

- 
- c) Should such behaviour continue the employee may be given further discipline which may include a written warning.
  - d) Should further discipline be necessary the employer may add further disciplinary actions deemed necessary.
  - e) Copies of all disciplines shall be given to the steward or designate.

#### **13.4 Work Performance**

- a) Prior to the imposition of any disciplinary action for poor work performance, the Daycare shall notify the employee of the reasons for considering such action, unless the employee is a danger to him/herself and others.
- b) Whenever the Daycare disciplines an employee for poor work performance, indicating that further discipline up to and including dismissal may follow if such employee fails to bring her/his work up to a required standard by a given date, the Day-care shall give written particulars of the reasons for the disciplinary action to the employee involved.
- c) An employee may be disciplined a maximum of three (3) times for poor performance. Upon the imposition of the third disciplinary action, she/he may be may be immediately terminated. The pending imposition of the third disciplinary action will be reported to the Board of Directors who will render a final decision within five (5) working days on whether the employee shall be dismissed.

#### **13.5 Sunset Clause**

Except with respect to discipline concerning matters of child safety, the disciplinary record of an employee shall not be used against her/him at any time after eighteen (18) consecutive clear months without further/his discipline (for example, disciplinary warnings or suspensions) following the last disciplinary action on file for that employee.

#### **13.6 Right to Have Steward Present**

An employee shall have the right to have her/his steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action.

Where a supervisor or other Day-care's representative intends to interview an employee for disciplinary purposes, the supervisor or representative shall notify the employee of that fact sufficiently in advance of the interview in order that the employee may arrange for her/his Steward to attend the interview.

#### **13.7 Access to 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 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. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance procedure and the eventual resolution thereof shall become part of the employees' record.

---

---

An employee shall have the right to request and be given copies of any material contained in her/his personnel record.

The Daycare shall provide the union steward with a written confirmation of disciplinary action taken against a bargaining unit member.

### **13.8 Use of Demotion as Discipline**

Demotion and/or fines shall not be used as a disciplinary measure.

## **Article 14 - Seniority**

### **14.1 Seniority Defined**

Upon the day a temporary employee is hired as a full-time or part-time employee, her/his seniority is defined as the length of continuous service from her/his last date of hire as a temporary employee, as long as no longer than one (1) month has passed since the end of her/his hire as a temporary employee. The definition of a temporary employee under section 3.3 is not changed.

Except as otherwise provided under this Agreement, seniority is defined as the length of continuous service of a full-time or part-time employee in the employ of the Daycare from her/his last date of hire as a full time or part time employee.

### **14.2 Movement Between Seniority Lists**

A part-time employee who becomes a full-time employee will receive credit for one-half (1/2) her/his accumulated seniority as at the date she/he becomes a full-time employee and her/his seniority on the full-time list will be established accordingly.

### **14.3 Seniority List**

The Daycare shall maintain two (2) seniority lists: one (1) for full-time employees and one (1) for part-time employees. The seniority lists shall show the date each full-time and part-time employee most recently commenced employment. Up-to-date seniority lists shall be sent to the Union and posted at the Day-care annually in January.

### **14.4 Probation for Newly Hired Employees**

- a) An employee hired for a full-time or part-time position shall be a probationary employee who shall be on probation for a period of three (3) months from her/his date of hiring in the full-time or part-time position.
  - b) The probationary period may be extended three (3) months upon agreement of the Union and Management.
  - c) The parties agree that the probationary period shall be automatically extended if, by the end of three (3) months after the employee's date of hire, the Daycare has not received a reply from the appropriate authorities in response to the criminal reference check required as a condition of employment for employees. Promptly upon receipt of the probationary employee's criminal reference check report, the
-

---

Daycare shall advise the Union and employee if she/he has passed her/his probation.

- d) After successful completion of the probationary period, the probationary employee shall become a full-time or part-time employee. Her/his seniority date shall be the date she/he was hired to the full-time or part-time position as the case may be.
- e) Probationary employees shall not have the right to grieve discharge.

#### **14.5 Loss of Seniority**

Seniority and employment shall be considered terminated if a full time or part time employee:

- a) Quits employment with the Daycare;
- b) Is discharged for just cause;
- c) Is absent from work for more than three (3) working days without prior notification to the Daycare;
- d) Fails to return to work after a recall from layoff within five (5) days after the Daycare has sent a notice of recall by courier or registered mail to the employee's last known address on file with the Daycare, unless agreed to otherwise by both parties;
- e) Fails to return to work upon conclusion of a leave of absence unless her/his failure to return is for just cause and the reasons for the failure to return are communicated in writing by the employee to the Daycare as soon as possible;
- e) Fails to take a medical examination as required by the Childcare & Early Years Act by a qualified medical practitioner within thirty (30) days of the request; or
- f) Is not recalled to work within a eighteen (18) month period after her/his layoff.

## **Article 15 – Job Postings**

### **15.1 Posting Period**

When a job vacancy has been declared or a new position has been declared within the bargaining unit, the Daycare will post a notice of the vacancy on the bulletin board for ten (10) working days. The Daycare will make a decision on the posting within twelve (12) weeks of the posting. It is agreed that the Daycare may fill the vacancy on a temporary basis.

In addition, both the Centre and the Union agree that the jobs will be posted on the Health and Safety bulletin board.

---

---

**15.2 Information in Postings**

Job Postings shall contain the following information:

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

**15.3 Candidates**

Applications from bargaining unit members shall be considered prior to external applications for any job postings. Vacancies shall be filled by applicants who are qualified and are able to perform the basic requirements of the job.

**15.4 Seniority in Postings**

Where candidates for a posted position have substantially same, experience working in a daycare setting, qualifications, skill and ability, as assessed by the Daycare, the most senior of the candidates will be appointed to the posted position.

Prior to the commencement of any evaluation process (including any interview), the process will be explained to each candidate and candidates will be advised at least one (1) week in advance and on the same day. In the event there is an interview, the interview panel will include a representative from the current Board of Directors, the Director and the Assistant Supervisor.

**15.5 Trial Period**

A successful internal candidate to a job posting shall be placed in the position for a trial period of three (3) months. Conditional on satisfactory completion of the trial period, the employee shall be awarded the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification she/he shall be returned to her/his former position, wage, salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

**15.6 Notification to Employee and Union**

Within fourteen (14) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

## Article 16 – Layoffs and Recalls

**16.1 Definition of Layoff**

A layoff shall be defined as a reduction in the workforce, or a reduction in the employee's normal hours of work, subject to the modifications set out in Article 16.2.

---

---

**16.2**     **Lay offs****a)   Layoff - Part time employees**

For a part time employee, a scheduled reduction in her/his hours by twenty-five (25%) percent or more for two or more consecutive weeks, shall be considered a lay off, unless the employee agrees that the scheduled reduction does not constitute a layoff. Such agreement must be in writing and discussed in the presence of the steward or union representative.

**b)   Lay off - Full-time employees**

- i)   For a full-time employee, any scheduled reduction in her/his regular hours of work for a period of more than four (4) consecutive weeks shall be considered a layoff, unless the affected employee agrees that the reduction in hours does not constitute a lay off. Such agreement must be in writing and discussed in the presence of the steward or union representative.
- ii)  For a scheduled reduction in hours that is anticipated to last fewer than four (4) weeks, the parties acknowledge, without derogating from Article 2, that the Daycare may alter the hours of work and work assignments of any of its full-time or part-time employees to give the affected employee the opportunity to make up for a scheduled reduction in her/his hours of work.
- iii) If the affected employee declines the opportunity to make up for the scheduled reduction in hours, she/he may only invoke bumping rights after the scheduled reduction constitutes a layoff within the meaning of this paragraph.

**16.3**     **Order of Layoffs**

The Daycare shall lay off probationary employees and temporary employees first. Full-time and part-time employees shall be laid off in the reverse order of their seniority, by classification, always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Childcare & Early Years Act. Classifications are listed in Appendix A.

**16.4**     **Recall Procedures**

Employees shall be recalled in order of their seniority provided employees are qualified in accordance with the Childcare & Early Years Act. Senior employees who prefer to remain on layoff may do so if there are less senior qualified employees. Where a senior employee opts to stay on layoff, they will be offered the next available job until all employees on layoff have been recalled.

Where the more senior employee elects to remain on layoff, this shall not be considered a refusal under Article 14.5 (d), unless and until all other employees on layoff have been recalled. In all circumstances, the employee's recall period will continue to run from the first date of layoff.

---

---

**16.5 Hiring during Layoff**

New full-time employees shall not be hired until laid off full-time employees in the same classification have been given an opportunity of recall subject to employees being qualified under the Childcare & Early Years Act.

**16.6 Advance Notice of Layoff**

In cases of a temporary or permanent lay off caused by anticipated decreased enrolment, the Daycare shall provide full time employees one (1) month notice of layoff or one (1) months' pay in lieu of notice.

In cases of a lay off caused by anticipated decreased enrolment, the Daycare shall provide part time employees two (2) week's notice of layoff or two (2) week's pay in lieu of notice.

Payment by the Daycare to an employee in lieu of notice of a layoff under this article shall be received on account of statutory entitlements under the Employment Standards Act with respect to a termination of employment as a result of the layoff.

In the event that the Daycare lays off employees, for reasons other than decreased anticipated enrolment, the Daycare shall not be required to provide notice or pay in lieu of notice to employees of the layoff.

**16.7 Day-care Ceases Operations**

In the event that the Day-care ceases operations entirely, employees shall each be given notice or termination pay in accordance with her/his entitlements under the Employment Standards Act.

## Article 17 – Hours of Work

**17.1 Regular Daily and Weekly Hours**

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

It is understood that only one full-time staff will be required to work split shifts.

Weekly hours of work for part-time employees shall be established from time to time by the daycare with a view to compliance with the Childcare & Early Years Act in accordance with current practice.

**17.2 Part-time Staff Reduction of Hours**

Whenever there is a need to reduce the normal hours of part-time employees, such reduction will be done in order of seniority. Normal hours, does not include increases to hours during summer, winter or march breaks. It is understood that remaining part-time staff must be able to meet the Childcare & Early Years Act requirements.

---

---

**17.3 Lunch Break**

There shall be a one (1) hour unpaid lunch break every working day for full time employees, except the cook. There shall be a half (1/2) hour unpaid lunch break for part-time employees working longer than five (5) consecutive hours in a day. The cook does not receive an unpaid lunch break.

**17.4 Working Schedule**

The regularly assigned hours for full and part-time employees shall be as determined by the Daycare in accordance with the requirements of the Daycare. The daycare will provide the staff with a monthly schedule and at least one (1) month's notice of a shift change or change in assignment except in cases of emergency. Change in assignments will be based on seniority.

**17.5 Paid Rest Periods**

All employees in a full-time position, except the cook shall be given two (2) paid rest period of fifteen (15) minutes each per day: One (1) rest period in the morning and one rest period in the afternoon, subject to the operational requirements of the daycare. Rest periods will not be required for employees while supervising field trips. The cook shall receive a single half (1/2) hour paid break each day.

**17.6 Program Time**

Each programming staff, one (1) per room, in the toddler and preschool rooms shall be allowed one and one-half (1.5) hours per week for program preparation at a time mutually agreed upon by the Daycare and the employee. Kindergarten and School age programming staff shall be entitled to one and one-half (1.5) hours per week. All programs will be entitled to one and one-half (1.5) hours per week during the summer. Such employees shall remain on the Daycare's premises during this period. Program time will be scheduled during the workday or banked straight time with prior approval.

**17.7 Paid Time for Program Transition Planning****Daycare Response**

When there is to be a change in working conditions in a program/room, including the transition from school year program to summer program and from summer program back to school year program, each program/room will be provided with four (4) hours "off the floor" to allow for program planning and transition to the change in program. The Employer will work with the employees in each program to determine who will work "off the floor" to do the planning.

**17.8 Equipment for Programming**

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 internet-enabled devices to allow those scheduled for programming to access the devices.

---

---

Employees will have the option of using their own computer/tablet to complete their programming. The Employer agrees to provide wi-fi access for the Employer-provided devices.

The parties recognize that in instances of technological issues other means to program may be necessary to ensure programming is completed.

## **17.9**

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.

## **17.10 ECE Placement Students**

In recognition of the effort that is required, and the service provided to the profession, the daycare will limit the number of Early Childhood Education placement students to two (2) students, per classroom, per year.

Each employee who is responsible for students will be provided with an additional three (3) hours of program time per student per year to complete the necessary requirements of writing evaluations and meeting with the students.

# **Article 18 – Overtime**

## **18.1 Overtime Defined**

All time worked before or after the regular workday shall be considered overtime. Overtime work must be approved in advance by the supervisor or designate, unless such work was a result of Childcare & Early Years Act requirements.

Overtime shall be offered, in order of seniority, to all bargaining unit staff prior to those hours being offered to casual employees. In assigning these hours, bargaining unit employees must perform shifts as outlined in existing schedule first (employees cannot give up existing scheduled shifts in order to work overtime), and Childcare & Early Years Act requirements must be observed in the assignment of overtime hours.

## **18.2 Overtime Rate**

Extra hours worked (where the total hours per week is less than forty [40] hours) shall be paid at the employee's regular hourly wage rate or compensated at the option of the Daycare by providing the employee equivalent time off in lieu of pay.

For overtime hours worked in excess of forty (40) hours per week, the Daycare shall pay the employee at the rate of time and one-half (1.5) the employee's regular hourly wage rate or, at the option of the Daycare, provide compensating equivalent time off in lieu of overtime pay.

---

---

Where the Daycare opts to compensate by providing time off in lieu, the lieu time shall be scheduled by the Daycare at the discretion of the Daycare after consultation with the employee in question.

### **18.3 Late Pickup**

In the event a child is picked up after the established closing time, staff will record the time that the child was picked up in a "late fee log book" and have the parent sign or initial the pickup time. The Employer will address any late pick-up fees directly with the parents/families. Employees will be compensated at their normal rate of pay as per 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 19 – Holidays**

### **19.1 Paid Holidays**

The Day-care recognizes the following as paid holidays:

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

Where Christmas Eve day and New Years Eve Day fall on a weekend, the holiday pay of two (2) half-days will be replaced by one (1) extra personal day.

All employees who have worked their scheduled day before and after the holidays mentioned above, shall be entitled to receive holiday pay for their regular hours worked.

### **19.2 Compensation for Holidays on Saturday or Sunday**

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day the Daycare shall declare another day to be the holiday for the purpose of this Agreement.

### **19.3 Other/his Observances**

The observance of the religious holidays will be facilitated by the Daycare by allowing staff time off without pay to observe the religious holiday. Full-time employees may use available vacation days for the purpose of observances under this paragraph.

---

# Article 20 – Vacations

## 20.1 Length of Vacation

### a) **Full-Time Employees**

Full-time employees shall accrue vacations with pay in accordance with the following schedule:

In year one (1) of employment, two (2) weeks paid vacation for the year (not to be taken during the first six (6) months of employment)

In years two (2) through five (5) of employment (inclusive), three (3) weeks paid vacation per year;

In year six (6) and subsequent years of employment, four (4) weeks paid vacation per year.

In year ten (10) and subsequent years of employment, five (5) weeks paid vacation per year.

In year twenty (20) and subsequent years of employment, six (6) weeks paid vacation per year.

The full-time employees shall use their start date as the anniversary date for the purpose of calculating vacations with pay under this Agreement. As vacations are earned and accrue during the year, the Daycare is not required to grant a full-time employee's request for vacation with pay that has not yet been earned to date during the year in which it is made.

### b) **Part Time Employees**

i) Part time employees shall accrue vacation pay at the following rate:

<b>EMPLOYEES SERVICE</b>	<b>PAY RATE</b>
One (1) – five (5) years	Four percent (4%)
Six (6) – (10) years	Six percent (6%)
Ten (10) + years	Eight percent (8%)
Twenty (20) years or more	Ten percent (10%)

ii) Part-time employees shall receive their vacation pay on a separate cheque but at the same time as the final pay of the year or the employee may choose to be paid for time accrued at the time that they take their vacation entitlement.

### c) **Casual and Temporary Employees**

Casual employees and temporary employees shall receive four percent (4%) vacation pay based on their wages earned which the Daycare will pay on their regular pay cheques (instead of vacations with pay).

---

Casual employees shall receive six percent (6%) vacation pay based on their wages earned after five (5) years of employment, which the Daycare will pay on their regular paycheques (instead of vacations with pay).

## **20.2 Calculation of Vacation Pay**

For the purpose of calculating vacation pay, wages earned shall not include previous vacation pay received by the employee. Employees shall not accrue vacation with pay while they are on an unpaid leave (excluding pregnancy leave or parental leave). An employee's vacation pay or vacation with pay during a year will be prorated for the period of the employee's unpaid leave.

## **20.3 Compensation for Holidays Falling Within Vacation Schedule**

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

## **20.4 Vacation Schedule - Summer Vacation**

Employees shall submit vacation requests in writing to the Daycare Supervisor no later than May 1<sup>st</sup> each year when requesting vacation time summer and October 1<sup>st</sup> for the holiday season.

It is understood that summer and winter breaks are determined by TDSB closure.

The Daycare shall post a vacation schedule by June 1<sup>st</sup> for summer and November 15<sup>th</sup> for the holidays based on vacation requests received and will be approved in order of seniority.

Vacation may be taken at such times as approved by the Director having regard for the need to maintain efficient operation. Vacation choice is granted in order of seniority of employees in the bargaining unit. It is agreed that each room must have one (1) regular staff at all times to maintain the safety and care of the children. It is understood that the Kindergarten programs are considered one (1) room and School age programs are considered one (1) room for the purpose of vacation request.

Employees may request to change their chosen vacation providing two (2) weeks of notice to the centre. Employees shall submit their request for vacation in writing.

All other vacation requests shall be considered by the Daycare on a first-come first-served basis. However, if more than one (1) staff has simultaneously requested vacation for the same or overlapping periods, the Daycare shall ration the vacation in order of seniority, in the absence of some other mutually agreeable written arrangement. Employees must provide at least two (2) weeks notice of vacation request.

Regular Staff in any room is a reflection of the Regular Daily Scheduled Staff in each room (regardless of the length of their shift). It is understood that when Regular staff have mixed qualifications, the Ministry operated Ratio and qualifications must be maintained.

---

---

Where there is only one regular staff assigned to a room, the employer can hire a casual or assign other permanent staff, and where possible the regular employee will give as much notice as possible and at minimum two (2) weeks notice of a vacation request.

## **20.5 Use of Vacation Credits**

It is understood that all vacation credits will routinely be used in blocks of five (5) working days. Separate vacation days can be taken with the supervisor's agreement such agreement not to be unreasonable withheld. Requests for separate vacation days shall be made at least four (4) weeks in advance.

## **20.6 Vacation Upon Termination of Employment**

A full time employee, who voluntarily leaves her/his employment with the Daycare upon giving the Daycare two (2) weeks' written notice of her/his resignation or whose employment terminates for reasons other than just cause shall be entitled to receive unpaid vacation pay calculated up to the date of her/his resignation or termination (as the case may be) using the applicable percentage of wages earned during the year, less vacation pay the employee has received during the year. For employees with less than one (1) year of employment, the applicable percentage will be four percent (4%) of wages earned. For employees with two (2) to five (5) years employment (inclusive) the applicable percentage will be six percent (6%) of wages earned. For employees with six (6) or more years of employment the applicable percentage will be eight percent (8%) of wages earned.

If the employee voluntarily leaves her/his employment without giving two (2) weeks written notice (or prior to her/his notified resignation date) or is terminated for just cause, she/he shall only be entitled to receive vacation pay to her/his last day of work accrued at four percent (4%) of wages earned, less any vacation pay received, in accordance with the minimum the provisions of the Employment Standards Act.

## **20.7 Vacation Pay**

An employee shall, upon giving at least ten (10) working days notice, receive on the last business day preceding commencement of her/his annual vacation pay any pay cheques posted dated to the date on which may fall due during the period of vacation to a maximum of four (4) weeks salary.

## **20.8 Unused Vacation**

Employees may carry forward up to five (5) days of vacation accrued from one year to the next. **No more than five (5) days per calendar year may be carried over.** When an employee wishes to use vacation, which is carried over to an employees' current vacation entitlements, employees must give at least one (1) months notice to their supervisor.

---

---

## Article 21 – Sick Leave

### **21.1 Leave Defined**

Sick leave means the period of time an employee is unable to attend work due to an illness or an accident, or who is under examination or seeking treatment from a doctor, specialist, or dentist. Sick days shall not be used for routine appointments on Mondays and Fridays.

### **21.2 Accumulation of Sick Leave**

An employee may use accumulated sick day credits for time off work to look after her/his sick immediate family members (children, partners and parents).

Each full-time employee shall accrue fifteen (15) sick/family days per year to be placed in their sick leave bank on their date of hire (anniversary date) at the rate of one and one quarter (1.25) days per full month of active employment after the successful completion of the employee's probation.

Part time employees shall receive fifteen (15) sick/family days to be placed in their bank on their date of hire (anniversary date), based on a rate of one (1) day per month of active employment after the successful completion of the employee's probation.

If an employee wishes to use up to five (5) sick/family days prior to such days being accrued after their anniversary date, the employee will have the right to do so. In the event of exceptional circumstances, the Centre may also approve the use of further days without such days having been accrued.

For greater certainty, casual employees and temporary employees do not accrue sick day credits for the period, but shall be entitled to sick leave, including sick leave with pay, in accordance with the Employment Standards Act.

When an employee is on an unpaid leave of absence or laid off on account of lack of work, she/he shall not receive sick leave credits for the period of such absence.

Sick day credits have no cash value upon the termination of employment.

Upon their yearly renewal, full-time and part time employees may choose to carryover up to five (5) unused sick days or upon written request receive up to five (5) unused sick days paid at their regular rate of pay on a separate cheque within one (1) month of such request.

### **21.3 Proof of Illness**

In order to qualify for sick leave an employee may be required to produce a certificate from a medical practitioner certifying that she/he was unable to carry out her/his duties due to illness for an absence of three (3) or more consecutive working days. The certificate shall also provide the Daycare with specific information about the employee's medical restrictions, if any, and prognosis for a return to work date. The cost of medical certificates shall be covered by the employee. The Daycare may require medical certificates for sick leave request of less than three (3) days.

---

---

If the Daycare requires from an employee's doctor a more detailed medical report, in addition to the doctor's certificate described above, the Daycare will pay the doctor's reasonable fee upon receiving the doctor's medical report.

#### **21.4 Sick Leave Summary**

The Daycare shall, upon request of an employee, provide after the end of a given month, a written summary of the employee's accumulated, used and remaining sick day credits, calculated to the end of that month.

#### **21.5 Personal Leave Days**

Full-time employees shall be entitled to three (3) personal leave days, per annum. Personal leave days may not be carried over to the following year.

Part-time employees shall be entitled to three (3) personal days per annum. Personal leave days may not be carried over to the following year. For the purposes of calculating the pay for the personal leave of a part-time employee, a personal leave day shall be based on the number of regular hours worked in the four (4) month period preceding the requested day.

Notwithstanding the above, whenever a full or part-time employee has an emergency and need to take additional personal days she/he shall be permitted to take the personal days without pay. Request for personal days will not be unreasonably denied by the Employer. It is understood that the needs of the center to meet adequate staff ratios may result in the employer denying a request for personal days.

#### **21.6 Medical Examinations**

Employees who are required to attend a medical examination by the Employer will be granted a leave of absence with no loss of pay or accumulated sick time for such attendance provided the employee loses time from his regular scheduled working hours.

**21.7** Except with specific permission from the Employer, Specialist appointments, pre-booked sick leave and Personal Leave days may not be booked/taken immediately prior to, or immediately after, a scheduled vacation, or on Mondays and Fridays or a statutory Holiday as defined in Article 19.

## **Article 22 – Leave of Absence**

#### **22.1 Leave Without Pay - Union Business**

In the case of leave of a full-time seniority employee under this sub-article, the employee's benefits shall continue for the period of leave granted.

#### **22.2 Paid Bereavement Leave**

A full-time, part-time employee, and temporary employee shall, upon request, be granted a leave of absence without loss of pay for the four (4) consecutive working days immediately following the death of a family member and a funeral day that can be taken on the day of the funeral. Family member is defined to mean: the employee's

---

---

parent, mother/father of partner, partner, brother, sister, child, grandparent, or grandchild provided that such days were scheduled working days for the employee. Eligible employees will, upon written request, be granted three (3) additional consecutive working days, without pay, if the employee attends the burial of a family member out of area (more than five hundred [500] km of Metropolitan Toronto).

A full-time or part-time employee or a temporary employee shall, upon request, be granted a leave of absence without loss of pay for one (1) working day immediately following the death of extended family members. Extended family member is defined to mean: aunt/uncle, cousin, or niece/nephew, provided that such days were scheduled working days for the employee. Eligible employees will, upon written request, be granted one (1) additional consecutive working day, without pay, if the employee attends the burial of an extended family member out of area (more than five hundred [500] km of Metropolitan Toronto).

### **22.3 Pregnancy/Parental Leave Without Pay**

Full-time and part-time employees shall be entitled to pregnancy/parental leave in accordance with the provisions of the Employment Standards Act as amended, in force effective, the date of ratification of this collective agreement.

It is understood that the employer will Top-Up the employee's Benefits received through Employment Insurance (E.I.) to seventy percent (70%) for eighteen (18) weeks.

### **22.4 General Leave Without Pay**

A full-time or part-time employee may request an extended leave of absence without pay if /she/he so desires. The request shall be in writing and communicated to the Board at least one (1) month prior to the commencement of such leave of absence unless mutually agreed to otherwise. Such leaves of absence will proceed without pay, benefits (if applicable to the employee in question) or accumulated seniority. The Daycare may in its absolute discretion, grant or deny a request for a leave of absence under this sub-article.

### **22.5 Leave Without Pay - Union/Public Affairs**

- a) The Daycare recognizes the right of a full-time or part-time employee to participate in public affairs. Therefore, upon written request, the Daycare shall allow leave of absence without loss of seniority but without pay or, if the employee would otherwise be covered under the Daycare's benefits plans, benefits, so that the employee may be a candidate in federal, provincial, or municipal elections.
  - b) A full-time or part-time employee who is elected to public office shall be allowed leave of absence without loss of seniority but without pay or, if the employee would otherwise be covered under the Daycare's benefits plans, benefits, during her/his terms of office.
  - c) A full-time or part-time employee who is elected or selected for a position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority but without pay or, if the employee would
-

---

otherwise be covered under the Daycare's benefits plans, benefits, for a period of one year. Such leave shall be renewed each year, on written request by the employee, subject to the bona fide operational requirements of the Daycare.

## **22.6 Advocacy Leave**

The Employer agrees to allow a total of six (6) days per year for Union members to participate in advocacy campaigns outside the workplace without pay, but no loss of benefits or seniority. Such days will be requested, by the Union Officer/ Steward, with not less than two (2) weeks advance notice.

## **22.7 Leave of Absence**

The Employer will recognize the following leaves of absence, along with the section of the Employment Standards Act where they are located:

- 49.1 Family medical leaves
- 49.2 Organ donor leave
- 49.3 Family care giver leave
- 49.4 Critical ill childcare leave
- 49.5 Crime related child death or disappearance leave
- 50.0 Personal Emergency Leave
- 50.2 Emergency leave, declared emergencies
- 50.2 Reservist leave
- Domestic and Sexual Violence Leave

## **22.8 Return from Leave**

It is understood that an employee who has been on any leave of absence, provided within this Article, shall notify the Daycare at least one (1) month prior to the end of the leave of her/his intention to return to work.

## **22.9 Employee Paid Benefits**

When a full-time employee takes a leave of absence under this article, for which the Daycare is not required to continue to pay for the employee's benefits plan coverage, the employee may, subject to the provisions of the relevant benefits plan(s), elect to continue participation in the Daycare's insured benefit plan(s), if the employee makes timely arrangements to pay premiums in advance for the continuation of the benefits coverage for expected duration of the leave in question before commencing/her/his leave. The right to continue insured benefits plan during a leave shall be subject to and governed by the provisions of the relevant insurance policy.

---

---

## Article 23 – Payment of Wages and Allowances

### **23.1 Pay Days**

The Daycare shall pay wages on a bi-weekly wages for the two weeks worked before the pay week in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of her/his salary, overtime and other supplementary pay and deductions.

### **23.2 Rate of Pay on Temporary Assignment - Higher Rated Position**

#### **a) Temporary Assignments - Bargaining Unit Positions**

When a permanent part-time or full-time employee, who has equivalent qualification to perform the principle duties of a higher paying position, is temporarily transferred to the higher paying position in the bargaining unit, she/he shall receive the minimum rate for the higher paying position. This clause will only be applied where the length of temporary assignment is five (5) days or more. Where a temporary transfer begins at less than five (5) days and extends to five (5) or more days, the employee will receive the minimum rate for the position retroactive to the first day of the transfer.

This clause does not apply to the Assistant Supervisor where the Assistant Supervisor replaces the supervisor for less than fifteen (15) consecutive working days.

#### **b) Temporary Supervisor Assignment**

- i) The daycare may assign the Assistant Supervisor to replace the daycare's supervisor on a temporary basis to act as Temporary Supervisor, in which case sub-article 23.3 a) does not apply.
  - ii) During the first fourteen (14) consecutive working days of the Assistant's Supervisor's assignment as Temporary Supervisor, she/he shall receive her/his regular rate.
  - iii) A temporary rate of \$[To be added at the minimum range of the Supervisor's pay]/hour (Temporary Supervisor's Rate") will be payable to the Assistant Supervisor if the assignment as Temporary Supervisor exceeds fourteen (14) consecutive working days.
  - iv) Where an assignment is for greater than fourteen (14) consecutive working days, the Temporary Supervisor's Rate shall be paid to the Assistant Supervisor starting from the first (1<sup>st</sup>) working day of an assignment as Temporary Supervisor until that temporary assignment ends. For clarity, if an assignment as Temporary Supervisor lasts fifteen (15) or more consecutive working days, the Temporary Supervisor's Rate shall be retroactive to the start of that assignment.
  - v) The Assistant Supervisor shall revert to her/his regular rate on the day after the daycare ends her/his assignment as Temporary Supervisor.
-

---

**23.3 Salary Grid Progression**

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

**23.4 Pension**

The Employer agrees to enrol in the Multi Sector Pension Plan (participation agreement attached) and shall contribute the equivalent of four percent (4%) of each employee's gross wages into such plan. Employees shall contribute four percent (4%) of their own gross wages into the plan.

**23.5** Employees are required to submit receipts on the 15<sup>th</sup> of each month for any out-of-pocket expenses related to the program that were incurred in the month prior. All receipts submitted will be reimbursed within two (2) weeks of submitting the receipts.

## Article 24 – Career Advancement

**24.1 Professional Development**

- a) Full-time employees, who have completed one (1) year continuous employment with the Daycare, shall receive up to three (3) leave days annually for the purpose of professional development courses or conferences scheduled during the employee's regular working hours. Requests outlining the Employees' plans shall be presented to the director at least two weeks in advance.
- b) All current non ECE staff are encouraged to obtain their Early Childhood Assistant certificate through the Ontario Apprenticeship Program, and the Employer will provide reimbursement for the cost of the courses for staff to be certified, to a maximum of \$500 per employee.

**Education Leave**

- c) After completion of one (1) year of full-time service with the employer, Employees will be allowed an Educational leave of up to two (2) years at an accredited educational facility. The Employee will be required to provide the Employer with proof of enrolment and proof of successful completion of the educational program. Approval of the educational leave is required from the Supervisor and is subject to the operational needs of the Daycare. Employees will provide the Employer with at least two (2) months written notice, where possible, of the requested start date for this leave. Employees shall provide the Employer with two (2) months notice of their return date and shall be entitled to return to full time employment in the same position as they were employed at the commencement of their education leave.

Employees will continue to accumulate seniority while on this leave but will not receive pay or benefits. However, the employee will be offered the option of continuing the benefits at their own cost.

- d) The Employer shall pay the registration cost for any courses/workshops approved for the purposes of 24.1(a) to a maximum of \$500.00 per calendar year for each bargaining unit employee.
-

---

**24.2**      **Placement**

Full-time or part-time employees enrolled in the Early Childhood Education program who are required to complete a placement, shall be granted a leave of absence without pay at a mutually agreeable time for such leave. While on such leave, seniority and in the case of full time employees, benefits shall continue to accumulate.

**24.3**      **College of ECE**

The Employer will reimburse employees required to register with the College of ECE, if they have been employed for twelve (12) months with the Daycare, at one hundred percent (100%) of the fees. Reimbursement shall take effect within one (1) month of the Employee providing written proof of payment.

The Employer and the Union recognize that for the purposes of calculating ratios under the Childcare and Early Years Act, all Early Childhood Educators are required to be registered with the College of ECE. Accordingly, only Registered ECE can occupy those positions in the daycare which the Employer uses to calculate and maintain ratios under the Childcare & Early Years Act.

## Article 25 – Benefit Plans

**25.1**      **Benefits**

The Daycare agrees to pay one hundred percent (100%) of the billed premium for current insured group benefits for each full-time employee in active continuous service, except for the billed premiums of LTD coverage which eligible employees shall pay by way of a payroll deduction.

The insured group benefits shall be as listed in Appendix "B" to this Collective Agreement. Actual benefits entitlements and applicable deductible or co-insurance provisions pertaining to the benefits coverage shall be governed by the relevant insurance policy. The Daycare may change insurance carrier from time to time provide the insured group benefits remain materially the same.

It is understood that when more than one benefit contained herein applies to a given situation, an employee may only receive compensation from one source at any one time.

The Employer will pay fifty percent (50%) of the premium costs for the Liberty Health Combo Plus Basic Plan for part-time employees who have completed one (1) year of service with the Employer, and who are employed for fifteen (15) hours or more per week. The employee shall cover the other fifty percent (50%) of the premium for an individual, as well as any costs associated with adding a spouse or other dependants to the plan by regular deductions from payroll. The Employer will begin provision of this benefit within one (1) month of receipt of written notice from the Part-time employee indicating their desire to participate in the plan.

---

- 25.2** The employer will increase the offering of the full-time benefits plan to include eye exams to a maximum of seventy-five dollars (\$75.00) every two (2) years for qualifying employees and their families.

## Article 26 – Job Classification and Reclassification

### **26.1 Job Descriptions**

The current job description classification listed in Appendix A may be amended periodically by the employer.

### **26.2 Annual Evaluations**

Staff performance will be evaluated annually in accordance with current practice which includes a written review by the supervisor of past performance, goal setting for the future and a meeting with staff involved to provide an opportunity for discussion of the review.

### **26.3 New Classifications**

The employer shall negotiate with the union a rate of pay for any new job classifications which it implements in the future.

### **26.4 Changes in Classification**

The employer shall prepare a new job description whenever a job is created or whenever the duties of a job change materially.

### **26.5 Rate of Pay on Promotion or Reclassification**

An employee whose position is reclassified as a higher rated position shall receive the rate of pay for the position effective the date the position is reclassified.

## Article 27 – Health and Safety

### **27.1 Joint Health and Safety Committee**

The Union and the Daycare shall participate in a joint Health and Safety Committee which shall establish rules and practices that will provide employee's, with protection from workplace conditions adverse to employee health and safety. The Committee shall be comprised of one (1) member of management and one (1) bargaining unit employee. Employees shall select their own representative. The Committee shall meet once (1x) every three (3) months to discuss health and safety issues of concern in the workplace.

### **27.2 Workplace Injury**

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

---

**27.3 Transportation of Accident Victims**

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

**27.4 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized or disciplined for refusing to work on a job in accordance with the provisions of the Occupational Health and Safety Act (OHSA) in force on the day this Collective Agreement is ratified. Work refusals shall be dealt with in accordance with the OHSA.

**27.5 Workplace Hazardous Material Information System (WHMIS) Training**

In accordance with the Ontario Occupational Health and Safety Act and related regulations, the Employer agrees that it will provide on the job training for all employees that will include providing information about hazardous materials on the job.

## Article 28 – Child-Adult Ratio

**28.1 Ratios**

The Daycare and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Daycare agrees to abide by the Childcare & Early Years Act as amended from time to time.

## Article 29 – General Conditions

**29.1 Bulletin Boards**

The Daycare shall provide access to a bulletin board for the purpose of allowing the Union to post notices of meetings with the prior written approval from the Daycare supervisor.

**29.2 Letter of Reference**

On termination of employment for any reason, the Daycare shall provide a letter of reference on request confirming the former employee's duration of employment and positions, and a brief description of the duties performed in respect of those positions, while employed by the Daycare.

**29.3 Employee Address**

It shall be the responsibility of the employee to keep the Daycare informed of his current address. If an employee fails to do this, the Daycare will not be responsible for a failure of a notice to reach an employee.

---

## Article 30 – Interpretation

### 30.1 Plural or Feminine Terms May Apply

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 31 – Police Checks

31.1 The Employer agrees it will not change its practice of paying for the cost of employees' obtaining vulnerable sector check documentation.

## Article 32 – Term of Agreement

### 32.1 Duration

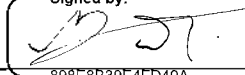
This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2024.

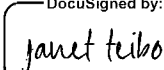
### 32.2 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024


**FOR THE UNION:**

Signed by:   
898E8B39E4FD49A...

DocuSigned by:   
FCA923E845FC432...

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

Signed by:   
A35BF3BE851A448

Signed by:   
D6CA693599BD4F8

\_\_\_\_\_  
\_\_\_\_\_

# Wage Schedule

**Increase for Assistant Supervisor by fifty (50) cents per hour in addition to any grants.**

**Increase for RECE by \$1.00 (one) dollar per hour in addition to any grants.**

**Increase Non ECE/ Cook/Student/ Casuals by twenty-five (25) cents per hour in addition to any grants and minimum wage increase for 2023.**

Qualification	Level	Wage
<b>Assistant Supervisor</b>	<b>4</b>	<b>\$44.13</b>
	<b>3</b>	<b>\$42.90</b>
	<b>2</b>	<b>\$41.66</b>
	<b>1</b>	<b>\$40.43</b>
<b>RECE</b>	<b>4</b>	<b>\$31.89</b>
	<b>3</b>	<b>\$30.53</b>
	<b>2</b>	<b>\$29.93</b>
	<b>1</b>	<b>\$29.33</b>
<b>Non RECE</b>	<b>4</b>	<b>\$24.64</b>
	<b>3</b>	<b>\$24.08</b>
	<b>2</b>	<b>\$23.53</b>
	<b>1</b>	<b>\$23.00</b>
<b>Cook</b>	<b>4</b>	<b>\$26.92</b>
	<b>3</b>	<b>\$26.35</b>
	<b>2</b>	<b>\$25.86</b>
	<b>1</b>	<b>\$25.22</b>
<b>Student</b>		<b>\$15.75</b>

## Appendix 'A'

Benefits Summary Only - see Booklet/Policy for Details of Coverage

Basic Life - up to \$25,000

Accidental Death & Dismemberment - up to \$25,000

Dependent Life - up to \$5,000 (spouse), \$2,500 (child)

Weekly Indemnity - 60% on Insured Salary subject to applicable qualifying period Long Term

Disability: 60% of insured monthly salary, 119-day elimination person Extended Health Care  
80% Coinsurance Generic Prescription Drugs Dental Care Benefits - \$1,500/year max

**Note:** Weekly Indemnity applies to full-time and part-time employees who normally work more than twenty (20) hours per week.

---

## Appendix 'B' - Multi-Sector Pension Plan

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

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

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

- c) "Eligible Employee" means all employees in the bargaining unit who have completed \_\_\_\_\_ hours of employment with the employer. <sup>1</sup>
2. Commencing January 1<sup>st</sup>, 2017 each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) and employee matching of Applicable wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2017 4% and employee matching of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

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

a) **To be Provided at Plan Commencement**

Date of hire;

Date of birth;

Social Insurance Number;

Date of first contribution;

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

**b) To be Provided with each Remittance**

- Name;
- Social Insurance Number;
- Monthly remittance;
- Pensionable earnings;
- Year to date contributions;
- Employer portion of arrears owing due to error, or late enrolment by the Employer

**c) To be Provided Initially and as Status Changes**

- Full address;
- Termination date where applicable (MM/DD/YY)
- Marital status, and any change to marital status;
- Date of death (if applicable);

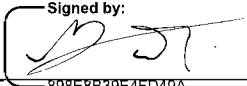
**d) To be Provided Annually but no later than December 31**

- Current complete address listing for all Eligible Employees;
- Period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
- Period(s) of lay-off, while subject to recall;
- Period(s) of absence for pregnancy or parental leave;
- Period(s) of strike or lockout;
- Other leaves of absence;
- Hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire

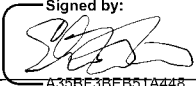
5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into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

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024

**FOR THE UNION:**

Signed by:   
 \_\_\_\_\_  
 DocuSigned by:  
 \_\_\_\_\_  
 Janet Teibo  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR THE EMPLOYER:**

Signed by:   
 \_\_\_\_\_  
 DocuSigned by:  
 \_\_\_\_\_  
 Kelsey Orth  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Letter of Understanding #1 - Grants

This will confirm the agreement of the parties with respect to the Wage Enhancement Grant from the City of Toronto or the Ontario Government:

The funds received do not form part of employee wages and shall be distributed, minus statutory deductions in accordance with this letter.

The Wage Enhancement Grant shall be divided amongst all program staff, the cook and Supervisor/Director in accordance with current practice

The Wage Enhancement Grant will be calculated and distributed based on hours worked by eligible employees in their normal pay period.

This letter of understanding shall form part of the collective agreement and shall be fully enforceable under grievance and arbitration.

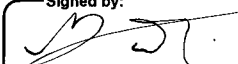
In the event the level of funding for this grant is cut, the Union reserves the right to reopen this collective agreement for the sole purpose of negotiating a salary increase.

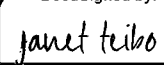
The Employer agrees to apply for any new wage grants for which it is eligible.

In the event that a salary grant other than the General Operating Grant is allocated to the Daycare, the Employer undertakes to negotiate with the Union for the distribution of said grant to eligible employees according to the guidelines set forth by the granting agency.

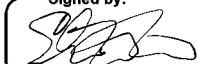
**DATED AT TORONTO, ONTARIO THIS** 12/20/2024

**FOR THE UNION:**

Signed by:   
898E8B39E4FD49A...

DocuSigned by:  
  
FCA923E845FC432...

**FOR THE EMPLOYER:**

Signed by:   
A35BF3BE851A448...

Signed by:  
  
D0CA693599BD4F8...

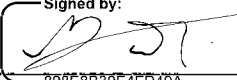
# Letter of Understanding #2 - Access

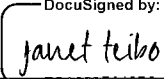
Dear Union President:

The Daycare agrees that you or your designated representative may, with reasonable notice to the Daycare's supervisor, meet with your members at the Daycare during their lunch break on the understanding that the normal operations of the Daycare will not be affected.

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024

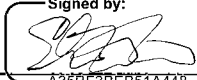
**FOR THE UNION:**

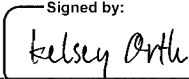
Signed by:   
898E8B39E4FD49A...

DocuSigned by:  
  
FCA923E845FC432...

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

Signed by:   
A38BF3BEB51A448...

Signed by:  
  
D0CA693599BD4F8...

\_\_\_\_\_  
\_\_\_\_\_

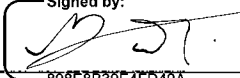


# Letter of Understanding #3 - Room Set Up

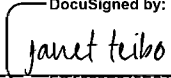
The Daycare will provide fifteen (15) minutes set up time per room. The Employer will create a schedule and determine when each programs' set up time will occur. It is understood that programs may be allotted their set up time at the beginning or the end of the day. Set up time will be scheduled when teachers are not responsible for children.

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024

**FOR THE UNION:**

Signed by:   
 898E8B39E4FD49A...

---

DocuSigned by:  
  
 FCA923E845FC432...

---

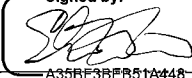


---



---

**FOR THE EMPLOYER:**

Signed by:   
 A35BF3BEB51A448...

---

Signed by:  
  
 D0CA693599B04F8...

---



---



---

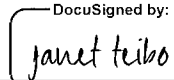
# Letter of Understanding #4 - Breaks for Part time employees

The Daycare confirms that it will continue the status quo with respect to paid breaks for part-time employees: Part-time employees who are scheduled to work seven (7) hours on a given a day shall receive during that day the same paid breaks that would apply to an employee in a full-time position.

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024


**FOR THE UNION:**

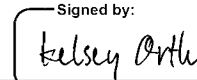
Signed by:   
898E8B39E4FD48A...

DocuSigned by:   
FCA923E845FC432...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

Signed by:   
A36BF3BEB51A448...

Signed by:   
D0CA693599BD4F8...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

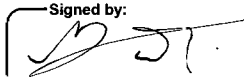


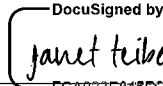
# Letter of Understanding #5 - Pay Equity

Both parties agree that Pay Equity has been achieved.

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024


**FOR THE UNION:**

Signed by:  
  
898E8B39E4FD49A...

DocuSigned by:  
  
FCA923E843FC432...

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE EMPLOYER:**

Signed by:  
  
A35BF3BEB51A448...

Signed by:  
  
D0CA693599BD4F8...

\_\_\_\_\_  
  
\_\_\_\_\_

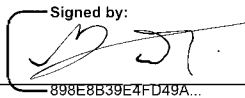
# Letter of Understanding #6 - ECE Placement Students

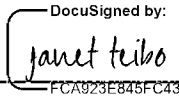
In recognition of the effort that is required, and the service provided to the profession, the daycare will limit the number of Early Childhood Education placement students to two (2) students, per classroom, per year.

Each employee who is responsible for students will be provided with three (3) hours of program time per student per year to complete the necessary requirements of writing evaluations and meeting with the students. In addition to the above, there shall also be two (2) thirty (30) minute paid meetings (mid-term and final) with field supervisors.

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024


**FOR THE UNION:**

Signed by:  
  
898E8B39E4FD49A...

DocuSigned by:  
  
FCA923E845FC432...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

Signed by:  
  
A35BF3BEB51A448...

Signed by:  
  
D0CA693599BD4F8...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

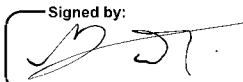


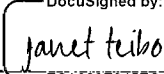
# Letter of Understanding #7 - Benefits for Part Time Employees

The parties are in agreement the Flex Plan is acceptable.

**DATED AT TORONTO, ONTARIO THIS** 12/20/2024


**FOR THE UNION:**

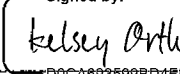
Signed by:  
  
898E8B39E4FD49A...

DocuSigned by:  
  
FCA923E845FC432...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

Signed by:  
  
A35BF3BEB51A448...

Signed by:  
  
D0CA693599BD4F8...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_