

COLLECTIVE AGREEMENT

between

PROSSERMAN JEWISH COMMUNITY
CENTRE DAYCARE AND PRESCHOOL

and

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND IT'S LOCAL 2256

January 1, 2025 - December 31, 2027

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ARTICLE 1 - INTENT AND PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Prosserman Jewish Community Centre Daycare and Preschool and its employees and is to provide for economy of operation and quality of service to the community and to provide for the prompt disposition of grievances and to establish safe, satisfactory working conditions, including wages, which have been negotiated. The Union recognizes that, in order to provide a proper relationship between the parties, the Employer must obtain the support and financial assistance of the community and the Union agrees to continue to support the Employer in obtaining such objectives.

ARTICLE 2- MANAGEMENT RIGHT

- 2.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's rights include:
- a. The rights to maintain order, discipline and efficiency. The right to manage the Employer's activities in order to satisfy its commitments and responsibilities; the right to determine the objectives of the Prosserman Jewish Community Centre Daycare and Preschool, and the manner and means by which those objectives will be met; the right to determine the location, relocation or dissolution of its offices and the extent of its service; the right to establish reasonable standards to be met by Employees in the performance of their duties; the right to determine the content of the jobs to be performed by Employees; the right to introduce new programs and to revise existing programs; the right to discipline and discharge Employees who have completed their probationary period for just cause;
 - b. The right to select, hire and assign Employees, to transfer, promote, demote, classify, lay-off, recall, suspend and retire Employees; to plan, direct and control activities.
 - c. The sole right to jurisdiction over all activities, building, equipment and property.
- 2.02 The Employer agrees that the rights, as set out in Article 2.01 herein will, at all times, be exercised in a manner consistent with the express provisions of this Agreement.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees Local 2256 as the exclusive bargaining agent for all professional, clerical, service maintenance and childcare workers employed in the Prosserman Jewish Community Centre

Daycare and Preschool, save and except Assistant Supervisors, Supervisors, Daycare Director, Assistant Daycare Director, Daycare Coordinator and persons above the rank of Supervisor, Secretary to the Executive Director or their designate, temporary or contract employees hired for a period not to exceed six (6) months and whose letter of hiring clearly spells out their beginning and ending dates, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period.

3.02 Temporary Employee

An employee who is employed for a specific period of time, up to eighteen (18) months, to replace an employee who is absent for such reasons as illness, vacation, maternity leave, educational leave, or any other approved leave of absence; or

This eighteen (18) month period may be extended by the Employer for up to an additional twelve (12) months as agreed to by the Union and the Employer. The period of temporary employment may be shortened by the Employer, giving at least four (4) weeks written notice. At the conclusion of the temporary assignment, the employment of the Temporary Employee is terminated in accordance with Article 3.05.

Temporary employees shall:

- be considered part of the bargaining unit after a period of six (6) months and pay Union dues after a period of six (6) months;
- have full rights and benefits under this collective agreement, except as provided otherwise in this agreement;
- be eligible for benefit coverage

3.03 Contract Employees

An employee who is hired for a period of up to eighteen (18) months, and;

- i) Is hired or transferred into a position which is funded by specific grant, the continuation of which is uncertain, or
- ii) Is hired to fill a position for which the Employer is in the process of securing stable funding, or determining whether such position is

viable in the long run;

- iii) For a special non-recurring task including, but not limited to, unusual and unanticipated increases of work load.

Contract employees shall be considered:

- a) a part of the bargaining unit after a period of six (6) months and pay union dues after a period of six (6) months;
- b) have full rights and benefits under this Collective Agreement after a period of six (6) months except as provided elsewhere in this Agreement; and
- c) be eligible for benefit coverage after a period of six (6) months.

3.04 The categories that are represented within the recognition clause are defined as the following:

- i) Professional: Group Services, Physical Education, Daycare Early Childhood Employees and Daycare Early Childhood Assistants
- ii) Clerical, Switchboard Operator
- iii) Maintenance, Service

3.05

- a) Where a permanent employee is transferred to a temporary or contract position, an employee hired externally to replace that employee will be considered to be a temporary employee. In case of an internal transfer, the employee retains their seniority status and shall be returned to their permanent position at the conclusion of the temporary or contract assignment.
- b) The period of temporary or contract employment may be shortened by the Employer, giving at least four (4) weeks of written notice.

3.06 Upon conclusion of their assignments or contracts, the employment of temporary/ contract employees ceases and they shall be terminated (unless otherwise agreed to by the Union and the Employer) and have no seniority, bumping or recall rights pursuant to Article 12 of the Collective Agreement. Such termination is not a difference within the meaning of the grievance and arbitration provisions in the Collective Agreement and shall not be the subject of a grievance or arbitration

3.07 No employee shall suffer a loss of working hours or employment as a result of the hiring of a temporary or contract employee.

ARTICLE 4- UNION SECURITY

- 4.01 The Employer agrees to deduct, from the earnings of each Employee, regular Union dues, and to remit the total amount so deducted bi-monthly to the designated Officer of the Union together with a list of the Employees from whom such deductions were made. Deductions will be made whether the Employee becomes a Union member or not, and such dues shall be forwarded to the Union on the same basis as dues of Union members.
- 4.02 In order that the Employer may have definite instructions as to what amount is to be deducted for dues, it is agreed that the Union shall promptly notify the Employer, in writing, over the signature of its designated Officer, of the amount of the deduction to be made by the Employer for regular Union dues, and the Employer shall have the right to continue to rely on such written notification until it receives other written notification from the Union, signed with the same formality.
- 4.03 All present Employees and all new Employees shall have Union dues deducted as a condition of employment subject to the foregoing provisions.
- 4.04 The Employer agrees to provide all Employees with a copy of the Collective Agreement.
- 4.05
- a) At the time of hiring in the bargaining unit, each new Employee shall receive a letter stating their starting salary, category and step, with a copy being sent to the President of the Union. The Employee will also be advised of the Union and will be given a copy of the Agreement. The Employer shall advise the President of the Union of all hiring in the bargaining unit by notice, in writing, stating the Employee's name and address.
 - b) Upon commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or designated Union Representative and shall allow the new employee and Union Steward or designated Union Representative twenty(20) minutes to discuss Union Business at a time which shall minimize any disruption to the operation.
- 4.06 All Prosserman Jewish Community Centre Daycare and Preschool employees may receive a written evaluation after one (1) year's employment and may receive one every year thereafter. The Employee shall have the right to see the evaluation and file their comments on it. All new hires may receive a written evaluation before the end of their seventy (70) day probation period. Such comments shall be considered part of and be included in the personal record. Employees shall sign evaluations as acknowledgment of reading them. All evaluations are to be subject to the approval of the Executive Director or their designate.

- 4.07 a) All documents placed in an Employees file shall be dated.
- b) Notice of discipline or adverse reports (evaluations excepted) shall be removed after twelve (12) months and only if there has been no other such report added in the interim. Any discipline or adverse reports related to supervision of children shall remain in file for eighteen (18) months as long as there is no other discipline or adverse reports of any nature during the eighteen (18) month period.
- c) Employees shall have access to their personnel file in the personnel office. An Employee will be furnished with a copy of any document contained in their personnel file.
- 4.08 The Employer agrees to provide, upon request of an Employee, letters of reference, with a copy to the person concerned. The Employer also agrees to provide, upon request to such Employees, a letter of reference addressed "To Whom it May Concern."

ARTICLE 5 – CORRESPONDENCE

- 5.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or their designate, and the Secretary of the Union, with a copy to the assigned CUPE National Representative. The Union shall inform Prosserman Jewish Community Centre Daycare and Preschool, in writing of the name and address of the Recording Secretary of the Union and of any changes as they occur.
- 5.02 There shall be regular information meetings between the representative member of the bargaining unit and management for the purpose of reviewing issues and seeking solutions to problems without having to invoke the Grievance Procedure as outlined in Article 8. Any matters not resolved in such informal meetings shall only be dealt with in accordance the grievance Procedure as set out in Article 8.

ARTICLE 6 - BULLETIN BOARDS

- 6.01 The Employer agrees to designate two (2) bulletin boards for the posting of appropriate Union notices, easily accessible to bargaining unit employees in the Daycare and Preschool staff room.

The use of such bulletin board will be subject to the following conditions:

- a) Such notices shall first require the approval of Management prior to posting

- b) The Union shall not distribute or post or cause to be distributed or posted on the property of the Employer for or on its behalf, any pamphlet/advertising of political matter, cards, notices, or any other kind of literature, except with the written permission of Management.

ARTICLE 7 - UNION REPRESENTATIVE

7.01 The Union may elect or appoint from amongst Employees, three (3) Union Stewards.

7.02 The Employer recognizes the right of the Union to elect, appoint or otherwise select a Negotiating Committee comprising of not more than three (3) Employees who have completed their probationary period, and will recognize and deal with such Committee with respect to negotiating the renewal or modification of this Agreement at the proper time. The name of each of the members of the Negotiating Committee shall be provided to the Executive Director or their designate.

Two (2) union staff for daytime bargaining and three (3) union staff if nighttime bargaining is agreed to.

It is also understood and agreed that employees will not lose pay for time spent for the first three (3) Bargaining meetings with management to negotiate the renewal of the collective agreement (3 hours per meeting). For the rest of the meetings the Union will pay for the union staff for their time spent in Bargaining meetings with management.

7.03 Except as provided by the Agreement, no Union member or official representative will conduct any Union activities on the premises of the Employer without the consent of the Executive Director or their designate.

7.04 The Union Representatives have regular duties to perform on behalf of the Employer and such persons shall not leave their regular duties to attend to any Union Business with Management or to discuss any grievance without the express consent of the Executive Director or their designate. Such consent shall not be unreasonably denied. In recognition of the above, it is agreed that Employees shall have the right to attend grievance meetings or meetings to which the Executive Director or their designate have consented when held within the working hours without loss of remuneration. A Union representative for whom consent is given to service a grievance shall advise their Supervisor at the time of leaving and returning from work.

- 7.05 The Union shall notify the Employer in writing of the names of Employees elected or selected to the Union executive, the bargaining committee, grievance committee, Union stewards and any changes that may occur. The Employer shall not be obliged to recognize such personnel until it has been so informed.
- 7.06 The Union shall have the right, at any time, to have the assistance of representatives of CUPE, or any other advisors when dealing or negotiating with the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURES

- 8.01 The Employer and the Union agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of the grievance arising in respect of the interpretation, application, administration, or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used under in this Agreement, it shall be considered as including the arbitration procedure.

The Employer shall be under no obligation to consider or process any grievance unless the requisite process articulated in this Agreement has been complied with.

Both parties shall be under no obligation to consider or process any grievance unless the timelines set forth in article 8 have been complied with. However, these time lines may be extended by mutual agreement in writing.

- 8.02 "Grievance" shall mean a complaint or claim concerning unjust discipline or discharge or a difference with the reference o the interpretation, application, administration or alleged violation of this Agreement.
- 8.03 A grievance must be presented to the Employer in writing at Step 1 of the grievance procedure within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.
- 8.04 All time limits referred to in the Grievance procedure herein contained shall be deemed to mean the Employees workdays.
- 8.05 No Employee shall have a grievance until they have discussed their complaint with their supervisor. If the Employee's supervisor does not promptly settle the matter to the Employee's satisfaction, an Employee's proper grievance may be processed as follows:

Step 1

If an Employee has a grievance, the grievance shall, within ten (10) days from the day of the verbal reply is received from the supervisor as referred to in Article 8.05 be reduced to writing and presented to the grievor's supervisor. The supervisor will give the grievor a written reply as soon as possible, but not later than ten (10) days after such decision. If such reply is not satisfactory to the grievor, the next step must be taken within ten (10) days of the Supervisor's answer, but not thereafter unless mutually agreed as provided by in Article 8.09 hereof. The grievance referred to above shall identify:

- a) The particulars giving rise to the grievance;
- b) The section or sections of the Agreement claimed affected;
- c) The relief request; and shall be signed by the grievor and only if the grievor is not available by a designate.

Step 2

At this step, the written grievance shall be presented to the Executive Director or their designate with the aforesaid ten (10) days of receipt of the supervisor's reply, but not thereafter, unless mutually agreed as provided for in Article 8.09 hereof. A meeting will be held between Union representatives together with the grievor involved, and the Executive Director or their designate and other representatives of Management, within ten (10) days of presentation of the written grievance to the Executive Director or their designate. The Executive Director or their designate will give their written reply to the Steward within ten (10) days of such meeting.

If the Executive Director's or their designate's reply is not satisfactory to the grievor, the next step must be taken within ten (10) days unless after the delivery of the Executive Director's or their designate's reply to the Steward but not thereafter, unless mutually agreed as provided in Article 8.09 hereof.

Step3

In the Event the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from delivery of the decision of Step 2 to the Steward, but not thereafter, unless mutually agreed as provided for in Article 8.09 hereof.

If the request for arbitration is not so given in such ten (10) day period, the decision at Step 2 shall be final and binding upon both parties to this Agreement and upon any Employee involved.

The notice of arbitration shall contain the name and address of the moving party's nominee to the Board and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

The recipient of the notice shall, within ten (10) days, advise the other party, in writing, of the name of its appointee to the arbitration Board, the two (2) appointees selected shall, within ten (10) days of the appointment, appoint a third person who shall be Chairperson. If the appointees fail to agree upon a Chairperson within the time limit, either party may, within ten (10) days request that the Ministry of Labour appoint a Chairperson.

- 8.06 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any Employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson shall govern.
- 8.07 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.
- 8.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the Chairperson of the Board of Arbitration shall be borne equally by the two (2) parties hereto.
- 8.09 A decision of settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining Employee and shall not be subject to reopening by any party except by Agreement in writing.

Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to the grievance procedure.

8.10 Union Policy Grievance or Employer Grievance

The Union Policy Grievance or an Employer Grievance may be submitted to the Employer or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within ten (10) days from the presentation of the written grievance and shall take place with the framework of Step 2 of Article 8.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within ten (10) days after such meeting has been held. If the decision is unsatisfactory to the grieving party, the grievance may be submitted to

arbitration within fifteen (15) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

The provisions of this Article 8.11 shall not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves institute, and the provisions of Article 8.05 hereof shall not thereby be bypassed.

8.11 Discharge Cases

A claim by a seniority Employee that they have been discharged or suspended shall be treated as a grievance and shall commence at Step 2 of Article 8.05 provided a written grievance signed by the Employer and their Union representative is presented to the Executive Director or their designate within ten (10) days after the suspension or discharge. The discharge or suspension of any probationary Employees shall be at the sole discretion of the Employer.

8.12 If a grievance is abandoned, it may be done without prejudice in relation to the filing of any future grievance.

8.13 By mutual agreement in writing, a single arbitrator shall replace the arbitration board. Such arbitrator shall have all the powers of a three-person board.

8.14 When a meeting is called for the purpose of imposing discipline upon an Employee, a steward will be permitted to attend the meeting to inform the employee of their rights to representation. Discipline for the purpose of this Article 8.01 shall mean a written reprimand, suspension or discharge.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 The word "strike" and the word "lockout" as used in Article 9.01 shall have the same meaning given to those words in the Ontario Labour Relations Act, RSO. 1990, c.L.2.

ARTICLE 10 – EMPLOYMENT

10.01 When a permanent position is created, or an existing position becomes vacant within the bargaining unit represented by the Union at the Prosserman Jewish Community Centre Daycare and Preschool, Employees will be given an opportunity to apply. Notices of such vacancy and the job description will be posted at the Prosserman Jewish Community Centre Daycare and Preschool. Employees wishing to be considered for the position shall make application in writing within five (5) days of the posting of the vacancy notice. It is understood and agreed that while the Employer will give consideration in filling such positions to Employees, should an applicant not have the qualifications and

experience necessary, as stated in the notice of vacancy, satisfactorily perform the requirements of the job, or if there are no applications the Employer may fill the position in such a manner as it sees fit.

10.02 When a permanent position is created, or an existing position becomes vacant, outside the bargaining unit, Employees will be given an opportunity to apply and provided with the job description. It is understood and agreed that, while the Employer will consider such applications, the Employer may fill the position in such a manner as it sees fit.

10.03 The Employer shall make available to the Union, on request, a copy of the job description for each job classification within the Bargaining Unit.

ARTICLE 11- DISCRIMINATION

11.01 The parties agree to comply with the Ontario Human Rights Code. The parties agree that there shall be no intimidation, coercion, or discrimination exercised against an employee for being a member or not being a member of the Union or for participating or not participating in lawful activities in the Union.

ARTICLE 12 – SENIORITY

12.01 A Prosserman Jewish Community Centre Daycare and Preschool employee shall be considered a probationary Employee until they have performed seventy (70) days of work for the Employer.

Where appropriate and reasonable, probationary Employees shall be advised of problems or performance issues and expectations to correct them.

During such probationary period, they will have no seniority rights. Upon completion of this period, the Employee's seniority shall be dated from the date the Employee commenced their probationary period. The layoff or dismissal of any probationary Employee shall not be the subject of a grievance and it is deemed such dismissal shall be for just cause. The term seniority Employee as used in the Agreement shall be deemed to mean an Employee who has completed their probationary period.

The Employer may extend the probationary period of any Employee for a further period not to exceed forty (40) days worked. The Union shall be advised of any extension and give the reason for said extension.

Where new positions are created, the Employer shall have the right to determine in which category such position will be placed.

Where an Employee is promoted or transferred and moves from one category

to another, they shall retain their seniority accrued from their previous position within the Prosserman Jewish Community Centre Daycare and Preschool. Seniority shall be computed from the date the employee first commences to work for the Employer, provided such employee has not had a break in employment greater than thirty (30) days. Seniority shall accrue during vacation, statutory leaves, sick leave as limited by Article 12.08 or leave of absence as provided for under Article 12.08. A break occurs when an employee is not in receipt of wages, except as allowed under the Collective Agreement. The date an employee first commences work shall be the first day for which an employee is paid.

Temporary and contract employees shall not accrue seniority. However, where a temporary contract employee is the successful applicant for a permanent position pursuant to Article 10 of the collective Agreement, their seniority shall be calculated back to the date the employee first commences to work for the Employer in accordance with this article.

- 12.02 Both parties recognize that job security should increase in proportion to length of service. Accordingly, in cases of promotion, layoff and recall, if the factors of qualification, competence and efficiency of Employees are equal, the senior Employee shall be given preference.

After a layoff, when an increase in the work force takes place, laid off Employees with recall rights shall be given the opportunity of recall by seniority in accordance with the provisions of this Article before new Employees are hired.

The promoted Employees shall have the same trial period as the probationary period cited in Article 12.01 except that they shall retain all seniority rights.

"Promotion", as used in this Agreement, shall be deemed to mean a permanent transfer to a job carrying a higher rate of pay or range of rates.

- 12.03 At the time a worker is promoted from one position to another, they shall receive a salary equivalent to the minimum scale of the new category provided the new salary is greater than their present salary. If the minimum scale of the new category is not greater than their present salary, they shall then advance to the first step in their new category which is greater than their present salary.

- 12.04 a) Temporary absence exceeding 90 school days

The Employer shall post any temporary Prosserman Jewish Community Centre Daycare and Preschool vacancy which is known to be ninety (90) school days or more from the date of the posting and will fill the position according to Article 12.03. The Employer will outline to the employer selected to fill the vacancy the anticipated conditions and duration of such vacancy.

When a Prosserman Jewish Community Centre Daycare and Preschool employee returning from leave of absence returns to work prior to the estimated date of return the Employer shall not be liable for any payments to the resulting displaced employee(s) and such displaced employee(s) will be returned to their original position, if available, or laid off, as appropriate.

b) Temporary absence f less than 90 school days

If an Early Childhood Employee is absent from the classroom for a temporary absence of less than ninety (90) school days according to 12.05 (a) above, and

- i) in the event there is a qualified Early Childhood Employee working as a Teaching Assistant in the classroom of the absent Early Childhood Employee, then the qualified Teaching Assistant will be deemed Early Childhood Employee for the period commencing the date of absence until August 31 or the date of return of the Early Childhood Employee, whichever first occurs; or
 - ii) in the event there is not a qualified Early Childhood Employee working as a Teaching Assistant in the classroom of the absent Early Childhood Employee, then the position shall be filled by the senior qualified Teaching Assistant outside the classroom of the absent Early Childhood Employee and for the subsequent vacancy shall be filled by the next most senior qualified Teaching Assistant and further such subsequent vacancies shall continue to be filled according to this rotation.
- c) The Employer may assign Teaching Assistants to Early Childhood Employees at its sole discretion.
 - d) Employees temporarily transferred to a higher position for a period in excess of one (1) day shall receive a salary equivalent to the beginning rate of the new position, provided that it is higher than their present salary, for the duration of such employment.
 - e) If the RECE in a classroom is away, the ECE floater will be assigned to cover. If they are not available and/or if there is more than one ECE absent, and if the ECA in the room has their RECE, they get to take the RECE position for the time of the RECE's absence, regardless of seniority. In addition, if a RECE is away and a floater ECE or classroom ECA who has their ECE is assigned to cover in that class, they will cover for the duration of the RECE's leave. A rotation list will be maintained when an ECA with an ECE designation is pulled from one classroom to cover in another. In normal circumstances, an ECA will only be pulled from one class to cover in another if the ECE is expected to be away for a long period of time.

- 12.05 In the event that a promoted Employee proves unsatisfactory in the classification during the trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former job classification and former wage classification without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of classifications shall also be returned to their former classification without loss of seniority in wage or salary.
- 12.06 The appointment or selection of Employees for Supervisory positions, or for any position not subject to the provisions of the Agreement, is not covered by this Agreement, but if any Employee on a seniority list is so transferred or appointed and later is transferred back to a position which is governed by this Agreement within twenty-four (24) months, then that employee's seniority shall be restored to what it was before being so transferred or appointed together with seniority for all the time outside of the bargaining unit
- 12.07 An Employee shall lose all seniority and services rights if:
- i) An Employee voluntarily quits;
 - ii) If the Employee is discharged and not reinstated through the grievance and arbitration procedures.
 - iii) If the Employee fails to report for work for five (5) consecutive working days without a satisfactorily explanation;
 - iv) If a laid off Employee fails to return to work after recall within five (5) working days after notification by registered mail to them at their address on the records of the Employer requiring them to return to work;
 - v) If for a period of six (6) consecutive months the Employee does not perform any work for the Employer; unless on a leave of absence as specified in Article 16, 16.06, and 16.10(3).
 - vi) If an Employee fails to return to work immediately after the expiration of any leave granted to them unless they provide a satisfactory reason and shall be deemed to have voluntarily quit;
 - vii) If they retire or is retired.
 - viii) If the employee is absent for sickness in excess of eighteen (18) months. This provision shall not be enforced contrary to the *Human Rights Code*.
- 12.08 A person who is rehired after losing their seniority shall be a probationary Employee.
- 12.09 When a classification within the bargaining unit not covered by Schedule A is established during the term of this Agreement, the rate of pay shall be subject to consultation between the Employer and the Union.

- 12.10 a) Within three (2) months of the signing of this Collective Agreement, the Employer shall post a seniority list and provide a copy to the Union at the same time. Thereafter, the Employer shall post the seniority in January of each year and provide a copy to the Union at the same time.
- b) Any employee who disputes their seniority, may file a grievance within thirty (30) days of the posting of the seniority list, otherwise the employee is deemed to have irrevocably accepted their seniority as set out in the seniority list. This time limit cannot be extended pursuant to Section 48 (9) of the Labour Relations Act.

ARTICLE 13 – HOURS OF WORK

- 13.01 The normal work week for Prosserman Jewish Community Centre Daycare and Preschool employees shall be an average of thirty (35) hours per week, exclusive of meal hours, over the school year.
- 13.02 All Prosserman Jewish Community Centre Daycare and Preschool employees shall be entitled to a one (1) hour unpaid lunch break and all Employees who work thirty (30) hours per week or more shall be entitled to two (2) fifteen (15) minute rest periods each work day and all employees who work between twenty-four (24) and less than thirty (30) hours per week shall be entitled to one (1) fifteen (15) minute rest period each work day.
- Employees eligible for lunch break who are directed by the Employer to work during their lunch break shall be compensated for that time.
- 13.03 Except as otherwise specified, every Employee's work schedule shall normally provide for a minimum of forty-eight (48) consecutive hours off each work week.
- 13.04 In the event there is an emergency which occurs when an Early Childhood Employee or Teaching Assistant is on lunch or on their break, then the Early Childhood Employee and Teaching Assistant will be required to assist during the emergency and shall be paid for the time the employee assisted with the emergency, at their regular rate and such time shall not be counted in the calculation of overtime.
- 13.05 Prosserman Jewish Community Centre Daycare and Preschool employees shall have authorized overtime compensated (over 44 hours per week) by an equivalent time off within a period of three (3) months. It is the Employee's responsibility to initiate arrangements with their supervisor for overtime compensation. Where the Prosserman Jewish Community Centre Daycare and Preschool is not able to compensate an Employee's overtime work with time off within the three (3) months period, such overtime shall be compensated for by pay on a time and one-half (1½) basis. Employees shall log their extra hours/overtime in the pay period they have worked.

- 13.06 Should a Prosserman Jewish Community Centre Daycare and Preschool employee without a car work authorized overtime later than 7:30 p.m. the Employee shall be permitted to take a taxi home and shall submit a receipt and petty cash receipt form for reimbursement and shall receive payment at next check run. Employees who require a cash advance from their salary for such taxi shall be given such advance, and submit a receipt and petty cash receipt form for reimbursement and shall receive payment at next check run. Any difference in the actual fare versus the taxi fare provided shall be rectified by the Employer, or the Employee as appropriate and submit a receipt and petty cash receipt form for reimbursement and shall receive payment at next check run.
- 13.07 It is agreed that the Employer shall make every reasonable effort to ensure that no full time Employees are compelled to work on a Saturday.
- 13.08 Zoom meeting will be paid at straight time for actual time worked or one (1) hour whichever is more.
- 13.09 Special Events and staff meetings
- If the Employer in its discretion decides to so schedule, then Prosserman Jewish Community Centre Daycare and Preschool employees shall be required to attend and participate in each of the following:
- i) a Fall Curriculum Evening not to exceed two (2) hours; and
 - ii) a Winter Open House not to exceed three (3) hours. At the discretion of the Employer there shall be up to three (3) Winter Open Houses during a school year. The Employer shall post three (3) possible dates for the Winter Open House, provided at least one of the dates shall not be on a Sunday. Employees shall be required to attend only one Winter Open House during a school year. Each employee shall list their first or second choice of date at which to attend; and
 - iii) a Year End Celebration not to exceed three (3) hours; and
 - iv) staff meetings that shall be no longer than two (2) hours and shall not be held more than six (6) times per year except in the case of emergencies or as required by law. The Employer shall use its best effort to schedule such staff meetings contiguous to the regular working hours of as many Employees as possible so as to inconvenience as few employees as possible.
 - v) The Employer agrees to close the Centre to children for one (1) full day before the new school year. All full-time staff are required to participate without loss of pay.

For the purposes of this article, the school year shall be from September 1 to August 31 of the following calendar year

Compensation for Special Events, staff meetings and call backs

Employees called back, either after their workday has ended, or on their day off shall be paid a minimum of three and one-half (3½) hours at straight time plus one-half (½) hour for travel time, or actual hours worked at time and one half, whichever is greater. The hours attended by an employee at a Special Event or Staff meeting when the Special Event or staff meeting is scheduled contiguous with the end of the employee's day shall be paid at the employee's regular hourly rate or overtime, as applicable. In both cases, such employees may choose to take this as compensatory time off.

At the employer's discretion some of the staff meetings (not more than 6 per year) may be increased to three hours (3) for P.D. purposes. Payment will follow same formula for two (2) hour meetings; ie for three (3) hour meeting, payment will be:

Employees called back, either after their work day has ended, or on their day off shall be paid a minimum of four and one-half (4 ½) hours at straight time plus one-half (½) hour for travel time, or actual hours worked at time and one half, whichever is greater. The hours attended by an employee at a Staff meeting scheduled contiguous with the end of the employee's day shall be paid at the employee's regular hourly rate or overtime, as applicable. In both cases, such employees may choose to take this as compensatory time off.

These provisions do not apply to an employee called to begin work before their regularly scheduled hours.

Prosserman Jewish Community Centre Daycare and Preschool staff are encouraged to participate in at least one community event per year on a volunteer basis.

ARTICLE 14 – HOLIDAYS AND VACATIONS

14.01 Employees may be required to work on major religious holidays and designated holidays.

The designated holidays are:

Christmas Day	Boxing Day
New Years Day	Simcoe Day/Civic Holiday
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
Family Day	Good Friday

Major Religious Holidays of the agency's observance are:

Yom Kippur	Succoth Day 1
Succoth Day 2	Simchas Torah
Shemini Atzeret	Passover Day 1
Passover Day 2	Passover Day 7
Passover Day 8	Shavouth Day1
Shavouth Day 2	

The Employer agrees that on the eve of the following major religious holidays Employees may leave early without loss of pay (provided that no children are left unattended):

- | | |
|--------------------------|---------|
| a) Rosh Hashanah | 4:00 pm |
| b) Yom Kippur | 3:30 pm |
| c) First day of Passover | 4:00 pm |

Prosserman Jewish Community Centre Daycare and Preschool employees will be excused from work without loss of pay when any of the following occurs on a scheduled day of work.

- i) Major religious holidays of the Employer's observance;
- ii) The days off work provided for in Article 14.01 constitute the vacation and designated holidays for Daycare Early Childhood Employees and Daycare Early Childhood Assistants and are in lieu of any holidays required under the Employment Standards Act, which are not observed by the Employer.

14.02 In order to qualify for payment for any of the holidays designated in Article 14.01, the Employee must work the schedule shift on the declared work day immediately prior to and the scheduled shift on the work day immediately following the holiday. The only exception is for pre-approved scheduled vacation or pre-approved specialist appointment with specialist appointment proof if requested, before or after designated Jewish Holidays. Vacation will be granted in accordance with seniority.

For Clarity: If a Jewish Holiday falls on a Monday and Tuesday and an employee is approved for Wednesday to Friday vacation, they will receive 2 days Jewish holiday pay and have to take 3 vacation days for that week off work.

14.03 When a designated holiday falls on a Saturday or Sunday the Prosserman Jewish Community Centre Daycare and Preschool will observe the holiday on either Friday or Monday in keeping with the general practice of the community.

- 14.04 Where Major Religious Holidays of the Prosserman Jewish Community Centre Daycare and Preschool's observance fall on a regular scheduled day off no alternate day off will be granted.

ARTICLE 15 – SICK LEAVE

- 15.01 Sick leave shall be defined as a period of time during which an Employee is permitted to be absent from work by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act and during which time the said Employee shall be paid at their regular straight time salary, exclusive of premiums, computed on a standard work day basis. Employees shall also be entitled to use up to one (1) day of their sick leave as a personal day. This day must be scheduled a minimum of two (2) weeks in advance. This day may not be attached to a sick, statutory holiday, vacation or Jewish Holidays and are subject to operational requirements.
- 15.02 Sick leave credit shall be defined as the number of days which an Employee shall be entitled for use for the purpose of payment of sick leave as defined in Article 15.01. Sick leave credit shall be earned by the Employees on the basis of one and one-half (1½) days for each month of continuous service. In each year there shall be deducted from the sick leave credit, the number of days (or portion thereof) used as paid sick leave, or used as defined in Article 15.04. Such sick leave credit shall be accumulated from year to year up to the maximum of sixty (60) days. However, employees who are determined by the insurer to qualify to receive long-term disability ("LTD") shall be entitled to accumulate an additional twenty-five (25) days which shall be payable once the Employer has been notified by the insurer that the employee is qualified to receive LTD.
- 15.03 The Employer reserves the right to require an Employee to provide proof of any sickness, accident or other disability requiring absence by a medical certificate from a qualified medical practitioner. In normal circumstances, the Employer shall not make such a request until the absence exceeds three (3) consecutive days, but the Employer reserves its right to make such requests for absences less than three (3) consecutive days when the Employer determines such requests are warranted. The request for such proof shall be made within one (1) week of the employee's return from such absence. The Employer will reimburse, or the cost of any Functional Abilities Forms (FAF) requested by the Employer.
- 15.04 When an Employee is absent due to an accident and is in receipt of W.S.I.B. benefits, the Employee shall be paid an amount equal to the difference between the W.S.I.B. benefits paid and their regular straight time salary, exclusive of premiums computed on a standard workday. Sick leave credit shall be debited .15 day for each such day absent. The Prosserman Jewish Community Centre

Daycare and Preschool agrees to pay this difference, and to pay all the fringe benefits to such an Employee, until such time as all of the accumulated sick leave credit days as defined in 15.02 are used. Once all of the sick leave days have been used, the Prosserman Jewish Community Centre Daycare and Preschool shall cease payments of the difference as described above as well as payment of all fringe benefits.

- 15.05 Up to five (5) days sick leave from an employee's sick bank may be granted to an Employee in order to care for a spouse, parent or sick child of the said Employee if the child in question is under fourteen (14) years of age. Employer reserves the right to request medical documentation
- 15.06 Up to five (5) days sick leave from an employee's sick bank may be granted to an Employee as compassionate leave in the case of an emergency. Leave granted under Article 15.05 or 15.06 shall be debited from the sick leave credit accumulated by the Employee. Leave granted in Article 15.05 or 15.06 shall be granted at the sole discretion of the Executive Director or their designate.
- 15.07 An employee that is absent from work related to illness or injury (not WSIB or LTD) for more than a week, will endeavor to provide an updated medical certificate within 2 weeks of the expiry date of the current medical certificate, which includes the anticipated return to work date. The employee may return anytime before the anticipated return date if they have been medically cleared by a qualified medical practitioner and shall provide 24 hours' notice to Daycare management.

If a return-to-work plan is required to accommodate physical and or cognitive restrictions and limitations, the employee is required to provide objective medical to support the accommodations being requested ahead of the anticipated return date.

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 and may require modified work. The Employer shall identify work suitable for employees returning to work and discuss return to work plans with the union. The Employer shall make reasonable efforts to accommodate based on medical information provided by the Employee's medical team up to the point of undue hardship. The returning employee shall cooperate in this process and provide the appropriate documentation prior to the meeting which should include;

- A clear recommendation as to the Employee's fitness to return to work;
- A recommendation as to the Employees fitness to perform the duties identified and currently done by the employee of the accommodation being considered;

- How long limitations last;
- A probable prognosis for recovery with or without accommodations.

A joint and confidential meeting of Daycare Director or their designate and Local Union rep of the employee's choice shall 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. The employee shall give prior consent to their medical information being shared with the Union representative. Where necessary, a third-party case worker from WSIB or LTD Insurance may be part of this process.

Notwithstanding the foregoing, the provisions of the Ontario Human Rights Code relating to disability and accommodation continue to apply.

- 15.08 Immediately after the close of each calendar year, the Employer shall advise each Employee in writing, of the amount of sick leave accrued to their credit.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 A leave of absence shall mean an absence from work requested by an Employee in writing and consented to by the Employer. Leave granted shall be in writing covering a specified period of time. Granting a leave of absence shall be at the sole discretion of the Employer and such discretion shall not be exercised unreasonably. Such leave shall be without pay or other form of compensation, and the Employee shall not work in any other position during such leaves of absence unless agreed to by the Employer in writing.

Employees on leave of absence shall accrue seniority on any leave of absence up to four (4) months of any leave of absence in excess if four (4) months duration.

- 16.02 It is understood that, except in the case of bereavement leave, the Employee shall give four (4) week's notice, in writing, of any requested leave, to their supervisor.

- 16.03 A seniority Employee, who suffers a loss in their immediate family shall be granted up to five (5) days of absence with pay for the purpose of making funeral arrangements and /or attending the funeral, provided that the bereavement days fall on regularly scheduled working days of the Employee. Employees may be granted up to one (1) additional day for domestic travel within Canada, and up to five (5) days of international travel, subject to Director approval and operational requirements. They may use vacation or sick days. Where an Employee requires a longer period for religious reasons, the Employee may be granted an additional up to five (5) days for such leave of absence without pay or they may use banked sick days or vacation.

- 16.04 "Immediate family" in such circumstances shall mean parents, parents-in-law, spouse, children, sibling and grandparents.
- 16.05 The Employer shall grant leave of absence to an Employee who serves as a juror or subpoenaed witness. The Employer shall pay such Employee the difference between their normal earnings and the payment they received for the jury or witness service, excluding payment for traveling and other expenses. The Employee shall present proof of service, and the amount of pay received.
- 16.06
- a) For Employees who would be eligible for maternity leave pursuant to the provisions of the Employment Standards, the terms of that Act specifically Part (xi) Pregnancy Leave - shall be incorporated into this Collective Agreement.
 - b) Any person who is employed to replace an Employee on their maternity leave of absence pursuant to Article 16.06 a) shall be considered a temporary Employee. It is understood and agreed that such temporary Employee shall have their employment terminated upon the return to work of the Employee they are replacing. The Employer may, at its sole discretion, extend the term of employment of such an Employee. The Employer will advise the Union where such an extension is made. In the case of maternity leave replacement, the employer agrees it will not approach the Union to seek an extension of the maternity leave replacement except in the case of emergency or unforeseen circumstances. In that event, the Union in its own discretion may refuse to extend the maternity leave replacement in which case the affected employee will only be told that they are being terminated because the maternity leave replacement has expired.
- 16.07 Paternity leave shall begin at the time chosen by the Employee. Such leave may be taken in the event of birth or adoption of a child. Male staff be granted the day off with pay for the birth or adoption of a child.
- 16.08 Time taken on an unpaid leave of absence exceeding twenty (20) working days shall not be included when calculating vacation and other entitlement.
- 16.09 The Employer will grant leave of absence without pay to Employees wishing to attend Union Conferences or Union Conventions subject to the following conditions:
- a) The total number of working days granted to all Employees does not exceed twenty (20) days in anyone (1) Calendar year;
 - b) Any request for such leave shall be made by the Union at least fifteen (15) days in advance;
 - c) No more than three (3) Employees shall be absent on such leave at any one (1) time.

16.10 Leave for Professional Development

- a) At the convenience of the Employer, regular Employees with at least one (1) year of full service may be granted time off for courses, provided such courses are in line with the Employee's job description and provided such courses are not available after working hours.

Insofar as the work of the Prosserman Jewish Community Centre Daycare and Preschool permits, the Employer may allow a number of Employees to attend professional enrichment courses/professional conference, which will be at the discretion of the Employer. Such discretion will not be unreasonably denied and without limiting the generality thereof, the provision of such leave shall not interfere with the Employer's provision of service.

- b) If the Employer requests, in writing, that an Employee take specialized training courses, and the Employee successfully completes the training courses or withdraws with the consent of the Employer and returns to the Prosserman Jewish Community Centre Daycare and Preschool for a period of time agreeable to both parties, the Employer will pay the training or tuition fee.
- c) After seven (7) years of service, employees may apply for a leave of absence for one (1) year without pay for professional study.

16.12 Federal or provincial legislation providing time off in order to vote will be complied with by the Employer.

16.13

- a) Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay to an employee duly elected to serve as one of the full-time Provincial Division Officers/ National Officers or to an employee elected or appointed to full-time Union office, provide the employee has completed their probationary period.
- b) It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time.
- c) Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.
- d) It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

- e) Seniority shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement.
- f) It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits to which the employee is eligible and in which the employee is participating during such leave of absence.

ARTICLE 17 - EXPENSE REIMBURSEMENT

- 17.01 Where Employees are directed by the supervisor to undertake duties outside of the Prosserman Jewish Community Centre Daycare and Preschool that require them to incur transportation, or meal expenses the Employee will be compensated on the following basis:
- a) Mileage will be reimbursed at the rate of seventy-two (\$0.72) cents per kilometer; this will be considered to cover all costs of the Employee's transportation.
 - b) Parking fees, bridge and other toll costs incurred when the car is required for Prosserman Jewish Community Centre Daycare and Preschool use, shall be reimbursed in full when proper receipts are provided covering the expenditures, excluding 407-ETR charges.
 - c) When the Employer requires employees to attend an in person meeting during a meal period and does not provide food, employees shall be reimbursed for their meal expenses at the following amounts, provided they supply receipts: Breakfast - twenty (\$20.00) dollars, Lunch twenty-two (\$22.00) dollars, Dinner twenty-five (\$25.00) dollars.
 - d) All Employees who work in person evening hours shall receive a meal provided by the Employer or food allowance of a maximum twenty-five (\$25.00) per evening, provided they work a maximum of two (2) hours after 5:00 pm, and a total of ten (10) hours or more that day. Employees must provide a receipt in order to be eligible for such reimbursement.
- 17.02 The Employer agrees to reimburse the employee one hundred percent (100%) of the cost of the professional fee to the College of Early Childhood Educators annually effective January 1, 2021.

17.03 Police Reference Checks

Upon proof of payment, employees who have passed their probation period will be reimbursed 100% of the cost of the required renewal Police Reference Check.

Employees will also be required to provide the requisite Declaration on an annual basis, as per the requirements of the CCEYA. New employees will not be reimbursed for their initial Police Reference Check - it is required as a condition of hire.

17.04 First Aid Training

The Employer will arrange and pay straight time for the full cost of "in house" training of employees who are required by the Prosserman Jewish Community Centre Daycare and Preschool or the Ministry of Education to renew or upgrade

Standard First Aid Training. In addition, if any such training takes place after working hours, the Prosserman Jewish Community Centre Daycare and Preschool will compensate the Employee. All Employees shall receive a meal provided by the Employer while attending on-site training. In the event the training is scheduled after working hours, employees will be compensated for such time. New employees will not be reimbursed for their initial First Aid Training it is required as a condition of hire.

If an employee cannot attend "in house" First Aid training provided by the Employer, the employer will cover the equivalent cost and time as if the employee took it in-house (less meal and travel). Providing it is an accredited course.

Employees not taking "inhouse" First Aid training shall ensure the training is conducted by an accredited provider, is completed prior to expiry of their First Aid certificate, and is taken outside of work hours unless a vacation day has been requested and pre-approved.

17.05 Each room/class will have no less than two (\$2.00) dollars of petty cash per child to purchase supplies as needed. Staff must submit their receipts for petty cash reimbursements within the same calendar month of expense.

ARTICLE 18 – VACATIONS

18.01 I. An active Employee shall receive an annual vacation with pay, upon completion of each full year of continuous employment as follows:

- a) One (1) year of service to less than two (2) years of service – ten (10) working days per year ;
- b) Two (2) years of service to eight (8) years of service – fifteen (15) working days per year;

- c) Eight (8) years of service or more – twenty (20) Working days per year;
- d) Fifteen (15) years of service or more – twenty-five (25) days per year
- e) Twenty (20) years of service or more – twenty-six (26) days per year

II. Notwithstanding Article 18.01, above, it is recognized and agreed that professional staff who are with the Employer as at December 31st 1991 and who are entitled to a greater vacation benefit, shall receive the greater benefit under this Section 18.

18.02 An active employee with less than one (1) year of service shall receive, with pay, on the basis of one (1) year of service, entitlement for Employees pro-rated to reflect the amount of vacation accumulated to December 31st of their short year.

18.03 The vacation year shall be from January the 1st to December 31st of the same year.

18.04 Vacation requests are to be submitted by Employee via Dayforce to the Daycare Director:

For vacations falling in July and August, vacation requests must be made no later than March 1st. The vacation schedule for this period will be posted no later than March 15th. They will be granted in accordance with seniority.

For vacations falling during the Christmas/New Year Period vacation requests must be made no later than July 1st. The vacation schedule for this period will be posted by July 15th. They will be granted in accordance with seniority.

All other vacations shall be approved on a first come, first served basis and approved within ten (10) working days of receipt of request in accordance with seniority.

Once a vacation request is approved, an employee can not alter their approved vacation period, unless a request to do so is approved by the Daycare Director.

An employee whose vacation is approved shall be entitled to take all of their vacation at the same time.

Without limiting the generality of the foregoing, no more than one (1) person from the same classroom may be on vacation at the same time. All vacation approvals are subject to operational requirements.

18.05 Where a Designated Holiday falls during an Employees vacation period, the Designated Holiday will not be counted as a vacation day. No day off in lieu shall be granted for major religious holidays of the Employer's observance which occurs during the Employee's vacation period.

18.06 On retirement or termination, Employees will be entitled to vacation pay calculated as provided in Article 18.

- 18.07 If an Employee dies during the period of their employment, their estate will be credited with vacation pay calculated on the basis provided in Article 18.
- 18.08 Vacation pay for each week of vacation shall be at the Employees current weekly rate.
- 18.09 The Employer shall provide to employees, in January of each year, a statement of their outstanding vacation as of December 31, if any.

Employees may bank any unused vacation in a current year and use it by December 31 of the year directly following. If an employee has demonstrated documented attempts to book said vacation and has been unable to secure approved dates by the December 31 deadline, management can choose to schedule the vacation within the first quarter of the next year or pay out the unused vacation.

ARTICLE 19 – SALARIES

- 19.01 The Employer shall pay salaries in accordance with Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 20 – PAY PERIOD

- 20.01 Employees shall be paid semi-monthly.
- 20.02 Employees wishing to be paid in advance for pay periods occurring during absence due to vacations or conferences must give their supervisor at least four (4) weeks in writing of such request.
- 20.03 New employees are required to enter their banking information into Dayforce. Current employees are required to keep their banking details up to date in Dayforce. Any errors resulting from incorrect banking information provided by the employee, shall be rectified at next payroll schedule after correct information is provided. Employer will send out a yearly reminder to all staff to update their contact information including banking information.

ARTICLE 21 – BENEFITS

- 21.01 Employees who work less than the normal work week of their classification will receive all benefits pro-rated on the percentage of time that they work compared with the normal work week for their classification.

- 21.02 Notwithstanding anything to the contrary contained in this Agreement, the benefits and plans of insurance hereinafter referred to are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation with respect thereof by any insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of Employees for benefits thereunder, and in all matters pertaining to the existence of and extent of benefits and conditions.
- 21.03 The Employee's only obligation hereunder is to pay the amount or portion of premiums contracts for, but the Employer shall not be considered to be an insurer with respect to any benefit or plan referred to herein.
- 21.04
- a) Only full time seniority Employees who are actually at work are entitled to the benefits contained herein. An Employee will be deemed to not be actually at work when they have been absent from work due to any reason for more than thirty (30) calendar days.
- However, for Employees who are not at work for more than thirty (30) calendar days and are in receipt of long-term disability provided in Appendix "C", the Employer shall continue benefit coverage for twelve (12) months from the last day such Employee worked provided such Employee continues paying the employee portion of such coverage.
- Employees who are off work and qualify for benefits continuance coverage shall make arrangements to cover the benefits premiums ahead of their leave.
- b) Notwithstanding subsection (a) above, full-time Employees absent on Worker's Compensation shall be entitled to the continuation of their benefits contained in this Article 21 in accordance with the provisions of the Workers Compensation Act, RSO, 1990.c.w.11, as amended, specifically Section 7 - Employment Benefits for injured Workers, or the Employment Standards Act RSO, 1990, c.e. 14, as amended, the terms of that Act, specifically part (xi) - Pregnancy Leave.
- 21.05 The Employer agreed to pay premiums for the existing benefits (as set out in Appendix "C", as set out in Article 21.)
- 21.06 The Employer shall not be required to contribute to premiums for benefits for Employees after age sixty-four (64). An Employee who is sixty-five (65) shall be required to contribute one hundred percent (100%) of the premiums.

ARTICLE 22 - PENSION

22.01 In this Article, the terms shall have the meaning as described:

- a) "Plan" means a retirement vehicle as determined by the Union.
- b) "Applicable Wages: means the basic straight time wages as listed in Appendix "A" for all hours worked and in addition:
 - i) The straight time component of hours worked on a holiday;
 - ii) Holiday pay, for the hours not worked; and
 - iii) Vacation pay.

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

- c) "Eligible employee" means full and part time employees in the bargaining unit who have completed five hundred (500) hours of service.

22.02 Effective July 1, 2006 the Employer shall contribute on behalf of each Eligible Employee for each pay period an amount equal to three percent (3%) of applicable wages to the Plan.

22.03 The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of each calendar month in which the pay period ends for which the contributions are attributable.

22.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under the current pension legislation, and/or regulations, the Employer has not requirement to fund any deficit in the Plan, but is required to contribute only the amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation and/or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

22.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in

electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 22.05 of the Agreement include:

a) To be Provided Once Only At Plan Commencement

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from latest of, date of hire and seven (7) years, 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 enrollment by the Employer.

c) To be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

22.06 If the Employer elects, in its sole discretion, to enroll non bargaining unit employees in the Pension Plan, this Article 22 shall also apply to such non bargaining unit employees.

ARTICLE 23 – BENEFIT BROCHURES/ BOOKLETS

23.01 Employee benefit brochures/booklets shall be provided by the Employer to all Employees at the time of hire and following a change to the benefit brochure/booklet.

23.02 Upon written request by the Union, the Employer will provide a copy of the insured employee benefits plan.

23.03 Benefits- Correction- LTD- Employee pays 100% of premiums.

For employees who are enrolled in the Benefit Plan the Employer agrees to pay sixty-five (65%) percent of the premiums while the Employee will pay thirty-five (35%) percent of the premium.

ARTICLE 24 – GENERAL

24.01 Personal Protective Equipment (PPE)

Employer agrees to keep a reasonable supply of PPE needed on a daily basis, for possible future use, and maintaining good supplier relationships to access more as needed.

24.02 Inclement Weather

All employees shall make every reasonable effort, consistent with personal safety, to report to work. It is understood that safety is a prime concern and if road conditions make it unsafe for an employee to report to work or report for the start of their shift due to severe weather (e.g. excessive wind, rain or snow), the Employee will consult with their Supervisor/Executive Director or their designate to advise that they are unable to report to work or will likely be late due to weather conditions. If the daycare is open and an employee cannot come in due to inclement weather and coverage can be provided, they may elect to use a vacation day. If the daycare is closed due to inclement weather, staff shall be paid.

24.03 Extra Funding for Child Care

In the event that the City or Region, Provincial Government or any other funding agency provides extra funding, unrelated to the current pay equity settlements, specifically targeted to enhance/upgrade the salaries of all employees, Management will make best efforts to secure/apply for those funds.

24.04 Equipment for Programming/Tracking Dayforce

- a) The Employer shall provide a minimum of two paid training seminars on Dayforce. The first seminar shall be done collectively, and the second seminar shall be done with each individual employee.
- b) The Employer shall provide access to a minimum of three (3) computer terminals and WIFI during working hours for employees to access Dayforce and programming requirements.

- c) The Employer shall provide a print and electronic reference guide for all employees after training is complete and have these references available at the worksite.
- d) Dayforce will be a standing agenda item on the labour management committee. If no committee exists, the Employer and Union shall meet as needed to discuss concerns or issues.

ARTICLE 25 – DURATION

25.01 This agreement shall become effective on the 1st day of January, 2025 and shall remain in full force and effect until the 31st day of December, 2027 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided for in Article 25.02 hereof, of its desire to negotiate amendments to this agreement.

25.02 Notice that amendments are required shall be only given the period of not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of December, 2027, or similar periods thereof. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for purposes of negotiations.

SIGNED THIS 16th DAY OF September IN THE CITY OF TORONTO ONT

Prosserman Jewish Community
Centre Daycare and Preschool

CUPE and its Local 2256

Jeanette Hyde

J

Elena Shamsurina

Elena Shamsurina (Oct 7, 2025 11:06:23 EDT)

Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)

Jocine Smither

Jocine Smither (Sep 22, 2025 09:28:22 EDT)

LETTER OF UNDERSTANDING

RE: HEBREW TEACHER

The Hebrew Teacher will receive an additional one (\$1) dollar pay for all hours teaching Hebrew.

SIGNED THIS 16th DAY OF September IN THE CITY OF TORONTO ONT

Prosserman Jewish Community
Centre Daycare and Preschool

CUPE and its Local 2256

Jeanette Hyde

[Signature]

[Signature]

Elena Shamshurina (Oct 7, 2025 11:06:23 EDT)

Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)

[Signature]

Joanne Smithers (Sep 22, 2025 09:28:24 EDT)

LETTER OF UNDERSTANDING

RE: FUNDING

Given constant changing of government funding, it is agreed that if government/city funding commitments impacts wages during the Collective Agreement, the parties shall come back to table to work out a solution.


SIGNED THIS 16th DAY OF September IN THE CITY OF TORONTO ONT

Prosserman Jewish Community
Centre Daycare and Preschool


CUPE and its Local 2256

Jeanette Hyde

J



Elena Shamshurina (Oct 7, 2025 11:06:23 EDT)
Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)


Joanne Smithers (Sep 22, 2025 09:28:24 EDT)

LETTER OF UNDERSTANDING

RE: VACATION TRIAL

1. In the event an employee does not have any vacation in their bank for the start of the upcoming year, the Employer may allow them to go into a negative leave balance for the upcoming year up to 10 days effective Jan. 1 Proviso:
 - It is only for vacation time booked between Jan – June
2. 4 scheduled staff off at one time during year
3. 6 scheduled staff off July-August
4. 1 additional scheduled staff off during year for pre-approved sick time with proof of appointment, excluding July and August
5. Only 2 scheduled staff off at one time the first week of the new school year after Labour Day (seniority applies).
6. Seniority Weeks' vacation bookings shall be booked as per CA by:
 - Jewish Holidays (Feb 1)
 - Summer- July and August (March 1st)
 - Christmas (July 1st)
7. All other vacation bookings outside of the aforementioned times shall be booked on a first come first served basis and approved within 10 days of booking.
8. All approvals subject to operational needs approvals.
9. Summer i. e. July/ August bookings shall be made in full weeks Monday-Friday

This trial will run from Sept 1, 2025 – August 31, 2026 and then to be reviewed for efficiency.

Prosserman Jewish Community
Centre Daycare and Preschool

CUPE and its Local 2256

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Elena Shamshurina

Elena Shamshurina (Oct 7, 2025 11:06:33 EDT)

Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)

Juanne Smithers

Juanne Smithers (Sep 22, 2025 09:28:24 EDT)

LETTER OF UNDERSTANDING

RE: JOB DESCRIPTIONS/PAY/EQUITY MAINTENANCE

The Employer agrees to form a joint committee to meet with the Union during the term of this Collective Agreement to discuss issues such as, but not limited to consistent job descriptions and Pay Equity Maintenance.

SIGNED THIS *16th* DAY OF SEPTEMBER IN THE CITY OF TORONTO, ON.

Prosserman Jewish Community
Centre Daycare and Preschool

Jeanette Hyslop

[Signature]

CUPE and its Local 2256

[Signature]

Elena Shamshurina (Oct 7, 2025 11:06:23 EDT)
Bernadette Balize

Bernadette Balize (Oct 21, 2025 07:21:52 EDT)
[Signature]

Joanne Smithers (Sep 22, 2025 09:28:24 EDT)

LETTER OF UNDERSTANDING

RE: AGGRESSIVE CHILDREN

The Employer agrees that it will have a meeting with two (2) representatives of the Union within sixty (60) days of ratification of this agreement for the purpose of reviewing matters related to aggressive children.


SIGNED THIS 16th DAY OF SEPTEMBER IN THE CITY OF TORONTO, ON.

Prosserman Jewish Community
Centre Daycare and Preschool

CUPE and its Local 2256

Jeanette Hyle


J



Elena Shamshurina (Oct 7, 2025 11:06:23 EDT)

Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)



Joanne Smithers (Sep 22, 2025 09:28:24 EDT)

LETTER OF UNDERSTANDING

RE: 9- HOUR SHIFT

In November 2022:

Both parties agree to maintain the current staffing levels. There is a need for each classroom to have up to one 9-hour shifts (including an unpaid 1-hour lunch break) which may be scheduled 8:45 a.m. - 5:45 p.m., 8:30 a.m. to 5:30 p.m., 9:00 a.m.- 6:00 p.m. or any other opening/closing time combination depending on the needs of the ECE Centre. This shift is for an ECA or RECE. Where this shift is needed- it will form part of the regular mandatory shift rotation in the classroom.

If an additional staff per classroom is required to cover an absence, staff may be asked to extend their shift to a 9-hour shift to cover for the absence. If two or more staff volunteer for the 9-hour shift to cover for an absence- the shift will be rewarded by seniority.

Both parties agree to review this LOU annually.

Staff will be paid for the extra hour at the regular hourly rate. The additional annual pay for this position is:

Extended Shift – 40 Hours a Week

	Jan 1, 2025 (2.75 %)	Annual Salary 2025	Jan 1, 2026 (3%)	Annual Salary 2026	Jan 1, 2027 (3%)	Annual Salary 2027
RECE						
Start	\$29.50	\$61,369.15	\$30.39	\$63,210.23	\$31.30	\$65,106.53
After 4 years	\$30.50	\$63,434.38	\$31.41	\$65,337.42	\$32.35	\$67,297.54
After 9 years	\$31.55	\$65,616.93	\$32.49	\$67,585.44	\$33.47	\$69,613.00
ECA						
Start	\$21.93	\$45,622.10	\$22.59	\$46,990.76	\$23.27	\$48,400.48
After 4 years	\$22.13	\$46,021.04	\$22.79	\$47,401.67	\$23.47	\$48,823.72
After 9 years	\$23.25	\$48,367.90	\$23.95	\$49,818.94	\$24.67	\$51,313.51

SIGNED THIS *16th* DAY OF SEPTEMBER IN THE CITY OF TORONTO, ON.

Prosserman Jewish Community
Centre Daycare and Preschool

CUPE and its Local 2256

Jeanette Hyde

J

Elena Shamshurina

Elena Shamshurina (Oct 7, 2025 11:06:23 EDT)

Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)

[Signature]

[Signature] (Sep 22, 2025 09:38:24 EDT)

LETTER OF UNDERSTANDING

RE: SHIFT SCHEDULING

Shift times are assigned by management, but actual schedule is arranged by the staff themselves in each class based on what suits them. If a class cannot agree, they will use rotation.

The Employer will provide one dedicated management phone number for employees to text to advise of an unplanned on-the-day absence.

If a teacher texts management on the day of scheduled work that they are sick or late, management will find coverage for the class. In order for management to arrange the necessary adjusted work schedules in the affected classroom, the absent teacher is required to include their shift time and all the rest of the teachers' shift times in the classroom for the day in their text to management advising of their absence (i.e. one message with all the required information from the teacher).

Procedure:

1. Teacher texts management that they are sick or late and provides management their shift schedule and their co-teachers' names and schedules.
2. Teacher will ensure they receive a text "date/time or read or delivered" receipt i.e. indication that the text has gone through.
3. When management reads the message, they shall then text the other teachers in their classroom and:
 - a) one teacher shall volunteer to adjust their shift to a 9-hour shift to cover early opening or late closing as needed.
 - b) If no-one volunteers, then Management shall assign the teacher with the closest shift to the absent teacher to adjust their shift to a 9-hour shift to cover for early opening or late closing as needed.
4. Teachers will endeavor to check their phone before they go to sleep in case of an absence notification from their team and respond if needed. Teachers will endeavor to answer their phone and/or respond to message in the morning regarding an absence notification from their team. Teachers need to confirm their attendance for adjusted shift coverage requests.

This LOU will be reviewed within 6 months of application for efficiency and to make adjustments if needed.

SIGNED THIS *16th* DAY OF SEPTEMBER IN THE CITY OF TORONTO, ON.

Prosserman Jewish Community
Centre Daycare and Preschool

Jeanette Hyde

[Signature]

CUPE and its Local 2256

[Signature]

D. M. S. (Oct 7, 2025 11:06:23 EDT)

Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)

[Signature]

[Signature] (Sep 11, 2025 09:28:24 EDT)

LETTER OF UNDERSTANDING

RE: ARTICLE 21.04 AND ARTICLE 16.11

The union and the Employer will agree to meet within 90 days of ratification to review and resolve the contradiction in the language regarding benefits premium payments for employees on leaves of absence.

SIGNED THIS 16th DAY OF SEPTEMBER IN THE CITY OF TORONTO, ON.

Prosserman Jewish Community
Centre Daycare and Preschool

CUPE and its Local 2256

Jeanette Hyle

[Signature]

[Signature]

Diana Shumshurina (Oct 7, 2025 11:06:23 EDT)

Bernadette Balite

Bernadette Balite (Oct 21, 2025 07:21:52 EDT)

[Signature]

Joanne Smithers (Sep 22, 2025 09:28:24 EDT)

APPENDIX "A"

SALARY GRID

Regular Shift – 35 hours a week

	Jan 1, 2025 (2.75 %)	Annual Salary 2025	Jan 1, 2026 (3%)	Annual Salary 2026	Jan 1, 2027 (3%)	Annual Salary 2027
RECE						
Start	\$29.50	\$53,698.01	\$30.39	\$55,308.95	\$31.30	\$56,968.22
After 4 years	\$30.50	\$55,505.09	\$31.41	\$57,170.24	\$32.35	\$58,885.35
After 9 years	\$31.55	\$57,414.81	\$32.49	\$59,137.26	\$33.47	\$60,911.37
ECA						
Start	\$21.93	\$39,919.33	\$22.59	\$41,116.91	\$23.27	\$42,350.42
After 4 years	\$22.13	\$40,268.41	\$22.79	\$41,476.46	\$23.47	\$42,720.76
After 9 years	\$23.25	\$42,321.92	\$23.95	\$43,591.57	\$24.67	\$44,899.32

Retroactivity

Retroactive payment to January 1, 2025 applies only to wages in Appendix A based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

Wages will be retro to date of expiry.

One time Signing Bonus

The employer will pay a one-time signing bonus for all active staff on payroll at the time of ratification.

\$150.00 under three (3) years of service

\$300.00 over three (3) years of service.

APPENDIX "B"

ATHLETIC FACILITIES

The Union and the Employees recognize that members must receive priority with respect to all athletic facilities. Whenever Employees are using the athletic facilities, Employees must vacate or give up any equipment or facility if a member desires to use it. Under no circumstances is a member to be kept waiting.

APPENDIX "C"

BENEFITS

Benefits Provided	Employer to pay the following portion premium to provide the benefits
1. Extended Health Care Benefits effective July 1, 1990	65%
2. Dental Plan Benefits effective January 1, 1991	65%
3. Long-term Disability – existing coverage	0%
4. Life Insurance (two) (2) times earnings (effective the second month following ratification)	100%

APPENDIX "D"

PAY EQUITY

1. The Union and the Employer agree that pay equity was achieved prior to and as of November 15, 2007 and that there is no outstanding liability owing with respect to pay equity by the Employer with respect to any period prior to November 15, 2007; the Union withdraws its pay equity complaint.
2. For the year 2008 the Employer and the Union shall meet for the purpose of maintaining pay equity with respect to any changes in job classes, which occur after November 15, 2007. To this end, the Employer and the Union shall meet and continue to determine the method to assess the positions for the purpose of pay equity maintenance.
3. It is agreed that combined compensation payable under all pay equity plans of the Employer during the twelve-month period following the first adjustments, if any, which arise as part of the maintenance function shall not exceed one percent (1%) of payroll during the twelve-month period preceding the first adjustments, if any.

APPENDIX "E"

PARTICIPATION AGREEMENT

The agreement made this _____ day of _____, 20_____.

BETWEEN

Prosserman Jewish Community Centre
Daycare and Preschool
(the "Employer")

- AND -

MULTI-SECTOR PENSION PLAN
By its Trustees
(The "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local _____ of the _____ (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the _____ day of _____, _____ (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated _____, as amended ("Declaration of Trust" which established the plan.
2. The employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement.

In the event that at any time the Plan does not have sufficient assets to permit continued payments under the plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on timely basis, all information required pursuant to the Pension Benefits Act. R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.
 - i) To be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from latest of, date of hire and seven (7) years to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
 - ii) To Provide With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or later enrolment by the Employer.
 - iii) To Be Provided Initially and As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status

EMPLOYER:

MULTISECTOR PENSION PLAN, by its Trustees
