

COLLECTIVE AGREEMENT

BETWEEN

FAYWOOD CHILD CARE PROGRAM

(hereinafter referred to as “the Employer”)

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS’ LOCAL 2563-03**

(hereinafter referred to as “the Union”)

EXPIRY DATE: JANUARY 1, 2026 – DECEMBER 31, 2028

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) to maintain high standards of care for children and promote their intellectual, physical and emotional development;
- 2) to encourage and promote cooperation and mutual support between child care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for child care;
- 3) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 4) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- 5) to promote the morale, well-being and security of all Employees in the bargaining unit of the Union;
- 6) to encourage and promote the development of accessible, affordable, quality childcare as a universal right for all parents and children;
- 7) to meet all requirements of the The Child Care and Early Years Act (CCEYA).

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

The Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, direct, layoff, recall, promote, demote, retire, discharge and suspend or otherwise discipline Employees for just cause, subject to the right of an Employee who has completed the probationary period to lodge a grievance as herein provided;

- c) determine standards of performance, assign hours of work, work assignments, methods of doing work and the structure of working establishment;
- d) determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.
- e) determine the method of communication with staff via in person, email, text messaging, and electronic communication. This will vary depending on the concern. (i.e. discipline will be in person)

2.02 No Discrimination

The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of their employment, except through just cause.

ARTICLE 3 – RECOGNITION & NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2563 as the sole and exclusive collective bargaining agent for all of its Employees save and except the Executive Director and persons above the rank of Director, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

It is mutually agreed between the parties that non-bargaining unit resource persons such as parents, volunteers, etc., may participate in the Centre's programs and activities. It is understood and agreed that such participation will not result in a negative change in the present staffing levels, nor in a violation of Clause 29 - Child/Adult ratio.

3.03 Definition of Employees

- a) A full-time Employee is a person employed by the Child Care Centre who regularly works thirty-five (35) hours or more per week
- b) A part-time Employee is a person employed by the Child Care Centre who regularly works less than thirty-five (35) hours per week.

- c) A temporary Employee is one who is employed for a specified time to, for example, replace an Employee who is ill, on leave of absence, or is on maternity leave.
- d) A casual Employee means a person engaged by the Employer on a day-to-day basis for such purposes as to relieve regular Employees who are absent from work.

3.04 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives that may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

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

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members

As a condition of employment, all Employees of the Employer shall remain members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new Employees who are members of the bargaining unit as defined in ARTICLE 3 shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union no later than the fifteenth day following the end of the month, accompanied by a list of the names, addresses, phone numbers, classifications, and regular wages paid of Employees from whose wages the deductions have been made. A copy of said list shall be provided to the Secretary Treasurer of L2563.

6.03 Dues Receipts

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

ARTICLE 7 - NEW EMPLOYEE ORIENTATION

7.01 Potential Employees

The Employer agrees to acquaint potential Employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

7.02 Interviewing Opportunity

All Employees except casual Employees 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 their responsibilities and obligations to the Employer and the Union. This time shall be scheduled when operational requirements permit.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Vice President of the Union, with copies to the Union's Regional Office in Toronto.

A copy of any correspondence between the Employer, or their designate, and any Employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Vice President of the Union or their designate.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any Agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions may be referred by the Union bargaining team to the Employer for discussion and settlement.

The committees shall be comprised of not more than five (5) representatives from the Employer, plus one consultant and five (5) representatives from the Local plus the National Representative and President of the Local

The committees will advise each other the names of their committee prior to negotiations.

9.03 Representative of Canadian Union

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

9.04 Meeting of Team

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such

meetings must be held not later than twenty-one (21) calendar days after the request has been given.

9.05 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 employer, shall have the right to attend bargaining meetings with the employer held during working hours without loss of remuneration.

9.06 Technical Information

Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union, any information which is available to the Employer required by the Union such as budgets, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans which are pertinent for collective bargaining purposes.

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, and Union meetings on topics related to employment to be held on the Employer's premises during the Employees' lunch period or following the regular working day.

Prior arrangements for such functions shall be made with the Employer, and no such function shall be permitted where it will interfere with the normal operation of the Centre, subject to permission of the lessor.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

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

10.02 Copies of Resolutions

Copies of all proposed or adopted motions, briefs, resolutions, bylaws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees which affect the members of this Union and/or

the general provision of childcare received by either party shall be maintained in an open file to which the Employees have access.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

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

11.02 Unit Stewards

There shall be one (1) Steward and one (1) Alternate Steward for the Child Care. The Union shall notify the Employer in writing of the names of the stewards.

11.03 Permission to Leave Work

The Employer agrees that the Steward or Alternate Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Employer employs each Steward full-time or part-time and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without previously notifying their supervisor. Time for Steward duties shall be granted within two (2) working days. Any onsite meeting shall be kept to a maximum of one (1) hour. Any off-site meeting, when necessary, shall be kept to a maximum of two (2) hours.

11.04 Definition of Grievance

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

11.05 Settling of Grievances

It is the mutual desire of the parties to this agreement that a complaint of an Employee shall be resolved. Therefore, an earnest effort shall be made to settle grievances fairly and promptly in the following manner.

Complaint Stage

Before a complaint is reduced to a written grievance, the Employee shall discuss the complaint with the Executive Director, and by choice may have a local Union Steward present. The Executive Director shall respond within two

(2) days after such discussion. Failing settlement of the matter the following Grievance Procedure shall apply.

Step 1

The aggrieved Employee shall submit a written grievance signed by the Employee to the Executive Director within ten (10) working days of the occurrence of the circumstances that gave rise to the grievance or of the Union's or the Employee's knowledge of such occurrence. The Executive Director shall meet with the grievor and the grievance committee within ten (10) days of receiving the grievance. A decision shall be rendered within ten (10) days after such meeting is held. Failing satisfactory settlement, the grievance will move to Step 2.

Step 2

Failing satisfactory settlement at Step 1, the grievance shall be submitted within ten (10) working days to the President of the Board of Directors of Faywood Childcare Centre who shall meet with the grievor, the grievance committee and the Union's National Staff Representative. The employer may have counsel at such meeting. A written decision shall be rendered within ten (10) days of the date the grievance meeting was held. Failing satisfactory settlement at Step 2, the grievance will move on to step 3, Mediation and/or Arbitration.

Step 3

Failing satisfactory settlement at Step 2, the grievance shall be referred to Mediation and/or Arbitration (Article 12). The Arbitration procedure will continue should the parties not reach a settlement with the Mediator. The cost of the Mediator shall be borne in equal amounts by the Employer and the Union.

11.06 Policy Grievance

A policy grievance shall be defined as a dispute involving a question of general application or interpretation of an article(s) of the Agreement, which arises directly between the Employer and the Union. It shall be submitted directly at Step 2 subject to the time limits set out in Article 11.

Discharge Grievance

An Employee who feels that they have been discharged without just cause may file a written grievance. A grievance of a discharge must be submitted within ten (10) working days from the date of discharge and will commence directly at Step 2.

11.07 Group Grievance

A group grievance is defined as a grievance where two or more Employees allege the same breach of the same provision of this Agreement and request the identical relief. Each of the Employees must sign the Grievance the Group Grievance shall commence at the complaint stage.

11.08 Grievance on Health and Safety

An Employee or a group of Employees who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

11.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

11.10 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting subject to the permission of the lessor and without prejudice on Management's behalf. Where a space is not readily available time limits should not be restricted under 11.05.

11.11 Mutually Agreed Changes

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

11.12 Working Days

For the purpose of this agreement, "working days" shall exclude Saturdays, Sundays and Holidays.

11.13 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

11.14 Grievance and Arbitration Pay Provisions

Every effort shall be made by both parties to process a grievance outside of regular scheduled work hours. Barring this, the aggrieved Employee and the Shop Steward of the Union, or Union Representative, shall not suffer any loss of pay or benefits for the total time involved in the processing of a grievance or arbitration. The aggrieved Employee and the Shop Steward or representative of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

ARTICLE 12 – ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement including any questions as to

whether a matter is arbitral, or where an allegation is made that this agreement has been violated, either of the parties may after exhausting the grievance procedure as herein provided, notify the other party in writing of its desire to submit the difference or allegation to a sole arbitration.

- 12.02** Should the two (2) Nominees fail to agree upon a Chairperson within thirty (30) days, either party may request that the Ministry of Labour appoint an Arbitrator.
- 12.03** The decision of the Board of Arbitration established in the above manner shall be final and binding on the Employer and Union.
- 12.04** Each of the parties to this Agreement will equally share the expense of the sole arbitrator.
- 12.05** No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the Grievance.
- 12.06** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, to alter, modify, or amend any part of this Agreement.
- 12.07** The time limits may be extended by mutual consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.
- 12.08** Wherever Arbitration Board is referred to in this Agreement, the parties mutually agree to substitute a sole Arbitrator for the Arbitration board.
- 12.09** The provisions of the Ontario Labour Relations Act, as amended from time to time, may be used in settling a grievance.

ARTICLE 13 - DISCHARGE, SUSPENSION & DISCIPLINE

13.01 Principle of Innocence

Both parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee who has completed their probationary period, and which may result in the suspension or discharge of the Employee, the following procedure shall be followed.

13.02 Discipline Procedure

The Employees shall be notified in writing of the action and/or penalty. If the Employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Vice President of the Union. Except in the case of discharge, the Employee shall continue their employment with all rights and privileges while the Union processes a grievance with the Employer. Should the dispute not be

resolved by the grievance procedure, the Employee shall, except in the case of discharge, continue their employment with all rights and privileges, unless an arbitration board or grievance commissioner rules otherwise. This clause shall not restrict the Employer from suspending an Employee with full pay and benefits until the issue is resolved through the grievance procedure or arbitration procedure.

13.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

13.04 Warning

Whenever the Employer or his authorized agent deem it necessary to censure an Employee in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer will present the censure in written form to the Employee. If challenged by the Employee, the Employer shall give written particulars of such censure to the Vice President of the Union within ten (10) working days.

Employer shall only discipline an Employee for just cause.

13.05 Crossing of Picket Lines During Strike

An Employee covered by this Agreement shall have the right to refuse to cross a picket line in a Labour dispute where another bargaining unit of the Employer is engaged in a legal strike with the aforementioned Employer. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

13.06 Political Action

No Employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates or subordinate bodies.

Adverse Report

The Employer shall notify an Employee in writing of any expression of dissatisfaction which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to their work, within twenty (20) working days of the event of the complaint. A copy shall be forwarded to the Shop Steward at the Child Care Centre. This notice shall include particulars of the work performance that led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The Employee's reply to such complaint, accusations or expression of dissatisfaction shall become part of their record.

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

After an additional six (6) months from the date of discipline, such letters/reports and records of suspension shall be permanently removed. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

Right to Have Steward Present

An Employee shall have the right to have their Steward present at any discussion with representative(s) of the Employer that the Employee believes might be the basis of disciplinary action. Where a supervisor or other Employer representative intends to interview an Employee for disciplinary purposes, the supervisor or representative shall notify the Employee of that fact, sufficiently in advance of the interview, in order that the Employee may arrange for their steward to attend the interview.

Access to Personnel File

An Employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Use of Demotion as Discipline

Demotion shall not be used as a discipline.

ARTICLE 14 — SENIORITY

14.01 Seniority Defined - (Type of Seniority Unit)

Seniority for full-time and part-time Employees

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

Seniority for temporary and casual Employees

Temporary and casual Employees shall accumulate seniority on the basis of one-thousand, eight-hundred and twenty (1820) hours of work equaling one (1) year of service. Seniority shall govern when Casual Employees are called to fill any assignment/replacement/applying for a vacant position pending Employee's availability.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date of hire and the seniority accumulation. An up-to-date seniority list shall be sent to the Union and posted within the childcare Centre in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired Employee other than a casual Employee shall be on probation for the first three (3) months of work. After two (2) months the Employer shall review the work performance of the Employee and submit the evaluation to the Employee. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

A temporary Employee offered a regular full-time position will receive as a credit against the length of the probationary period the full-time equivalent of the Employee's temporary service within the twelve (12) months preceding the commencement of regular full-time employment.

A newly hired casual Employee shall be on probation for a total of 350 hours of work.

14.04 Loss of Seniority

An Employee shall not continue to accrue seniority if they are absent from work after a period of one (1) consecutive year because of sickness, disability, accident, layoff or leave of absence approved by the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a permanent vacancy occurs or a new position is created within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position. Such positions shall be posted within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's retirement. In the case of retirement, the position shall be filled within one (1) week of the job opening. The Employer shall make every reasonable effort to fill a vacant position as quickly as possible.

15.02 Information in Postings

Such notice shall contain the following information:

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

Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state, "This position is open to male and female applicants".

15.03 Union Preference

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

For applicants who are temporary Employees this clause shall be interpreted as requiring only an interview before the vacancy is advertised.

15.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) that job opportunities should increase in proportion to seniority.

Therefore, in making staff changes, transfers, and promotions within the Centre, the Employer recognizes:

- 1) qualifications in accordance with Clause 15.02,
- 2) seniority.

Where two (2) or more applicants qualify for the position, seniority shall govern. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment.

15.05 Trial Period for Promotions

The successful applicant for a promotion shall be notified as soon as possible and shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employee shall be declared permanent after the period of two (2) months. An Employee who has served in a higher classification on a temporary basis or who has performed the duties of the position to which they are promoted shall receive as a credit towards the trial period the time so served in 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, they shall be returned to their former position, wage, salary rate, without loss of seniority. Any other Employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

15.06 Notification to Employee and Union

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

ARTICLE 16 - EVALUATIONS

16.01 An annual performance evaluation of each Employee shall be done by the Executive Director. A written copy of the evaluation, signed by the Employee and the Executive Director, shall be included in the Employee's personnel file. Evaluations shall be solely for the purpose of assisting the Employee in their development.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Definition of Layoff

A layoff shall be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

- a) Short term layoff is a layoff resulting from a temporary closure of the childcare centre due to a strike by any Toronto District School Board Employee or for any reason the school board or the Principal of Faywood ABC school requires the temporary closure of the school building.
- b) Long term layoff shall mean any layoff that is not a short-term layoff.

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, senior qualified Employees shall be given the first option of accepting a layoff.

Where senior Employees do not accept layoff, all casual and temporary Employees shall be laid off first, after which all other Employees shall be laid off in the reverse order of their seniority. This shall be done always provided that the remaining jobs shall continue to be filled with qualified Employees in accordance with The Child Care and Early Years Act (CCEYA).

17.02 Recall Procedure

Employees shall be recalled in the reverse order of their layoff except where a senior Employee opts not to accept a recall for which a junior Employee, qualified in accordance with The Child Care and Early Years Act (CCEYA) if required, is available.

17.03 No New Employees

New Employees shall not be hired until those laid off have been given an opportunity of recall.

17.04 Advance Notice of Layoff

In the event of a short-term layoff, the Employer shall notify the Employees ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the ten (10) working days, they shall be paid for the days for which work was not made available. In the event of a long-term layoff, unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

17.05 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 18 - HOURS OF WORK

18.01 Regular Daily Hours

The regular daily hours of work shall be seven (7) hours per day, exclusive of a one (1) hour unpaid lunch break scheduled each day.

18.02 Regular Weekly Hours

The regular weekly hours for full-time Employees shall be thirty-five (35) hours weekly Monday to Friday inclusive.

18.03 Flexible Working Hours/Week

During the life of this Agreement, flexible working hours may be introduced provided that:

- (a) they are mutually agreed upon between the Employee and the Employer, and
- (b) the number of hours worked in the course of a week does not exceed the limits stipulated in Clause 18.02 above.
- (c) All Employees shall receive two (2) hours of time in lieu for each placement student supervised. in addition to time taken to complete documentation.

18.04 Working Schedule

The hours and days of work of each scheduled Employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule shall be

deemed to constitute Schedule "B" of this Agreement and shall not be changed unless mutually agreed between the Employee and the Employer.

18.05 Paid Rest Periods

All Employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in an area made available by the Employer. If mutually agreed to between the parties, the two (2) rest periods shall be combined.

18.06 Daily Lunch Breaks

All full-time Employees shall be given a one (1) hour unpaid lunch break each day. This one (1) hour lunch break shall be taken at a scheduled time each day. During scheduled field excursions, the Employee shall be required to work during this one (1) hour lunch period and such time shall be compensated as overtime as defined under Section 19.01.

18.07 Late Fee Payment

It shall be the Employer's responsibility to obtain late fee money from parents. The late fee shall continue to be set at a rate of one dollar (\$1.00)/minute. After a period of two (2) weeks from time lateness occurred, the Employer shall pay the Employee all monies owing.

ARTICLE 19 – OVERTIME

19.01 Overtime

All overtime work shall be authorized by the Executive Director. Employees who work more than thirty-five (35) hours and up to forty (40) hours in a week shall be paid straight time pay or equivalent time off in lieu. Forty-one (41) hours or more per week, Employees shall claim time and a half in pay (1½) or equivalent time-off in lieu.

19.02 Minimum Overtime

- (a) No Employee shall be required to work overtime against their wishes when other Employees are available to perform the required work.
- (b) Provided full time staff are scheduled 35 hours per week, overtime will be offered to permanent part time staff then casual staff based in order of seniority. Then it reverts back to the full-time staff.
- (c) Lieu hours will only be made available to full time staff. Part time staff will be paid for their extra hours worked. Lieu time hours are available to full time staff. Part-time staff can accumulate two (2) days of lieu that must be used within sixty (60) days. If lieu days are not used within sixty (60) days,

they will be paid out during the net period. When the lieu time is back to zero, the accumulation can restart.

- 19.03** Employees shall be called upon to perform work prior to the Employer contracting work to Agency personnel, in accordance with the Child Care and Early Years Act 2014 except in emergency situations where no other Employee is readily available to do the work and contingency planning is critical.

ARTICLE 20 - HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays, for all Employees other than casual Employees:

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

The parties agree that the Child Care Program will only be closed on paid holidays. Therefore, staff may choose to work on the days the program is open between Christmas Day and New Year's Day

Full time and part time Employees will receive the same holidays with pay for the Christmas and New Year's period, and other periods during the year as are received by the Caretaking staff. All Employees shall receive any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal government.

In addition to paid holidays, each full-time and permanent part time Employee shall be granted two (2) float days to be agreed upon by the Employee and Employer.

Part time Employees who work their scheduled day of work preceding and following the holiday will receive pay for the paid holidays. The observance of religious holidays will be permitted and provisions made for time necessary to attend religious services for all Employees without pay and with benefits.

20.02 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, one other day, mutually agreed upon by the Union and the Employer, shall be deemed to be the holiday for the purpose of this Agreement.

20.03 Pay for Regularly Scheduled Work on a Holiday

An Employee other than a casual Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day pay. An Employee who is scheduled to work shall be paid at the regular rate and shall receive another day off with pay at a time designated by the Employer.

ARTICLE - 21 VACATIONS

21.01 Length of Vacation

In each year upon completion of seniority, a full time Employee other than a casual Employee shall receive annual vacation with pay as follows:

2 weeks in the 1st year

3 weeks in 2nd to 4th years

4 weeks in the 5th year,

and add 1 day for each additional year up to a maximum of 27 days in total vacation time.

4% for Casual Employees.

Part time Employees, upon completion of the probationary period may request vacation without pay as follows:

2 weeks in the 1st year

3 weeks in the 2nd to 4th years

4 weeks in the 5th year,

And add 1 day for each additional year up to a maximum of 27 days' in total vacation time.

Part time Employees shall receive vacation pay as follows:

1st year and 2nd year 4% of gross earnings

3rd to 5th year 5% of gross earnings

Year 5 and above 6% of gross earnings

21.02 Compensation for Holidays falling within Vacation Schedule

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

21.03 Vacation Pay on Termination

An Employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within seven (7) days of termination.

21.04 Vacation Pay on Retirement

On normal retirement, an Employee shall be entitled to the same vacation or vacation pay that would have been earned if the Employee had continued in employment to the end of the calendar year.

21.05 Preference in Vacations

Vacation requests other than July and August shall be submitted by January 31st each calendar year in writing. Approval will be granted on the basis of seniority with dates requested as per operational requirements. A written response will be given to each Employee by the end of February of the same year. Any vacation request made after such time will be subject to availability, not seniority.

21.06 Unbroken Vacation Period

Each Employee shall receive an unbroken period of vacation except in months of July and August where a maximum of two (2) weeks will be taken. All July and August vacation requests shall be submitted by March 31st of each calendar year for approval. A written response will be given to each Employee within thirty (30) days and will be based on seniority.

The Executive Director shall determine the number of staff that shall be approved on a weekly basis for vacation. This decision will be based on the staffing needs of the centre. These requests will not be unreasonably withheld.

Requests for additional vacation time in the months of July and August will be submitted by May 1st of each year.

21.07 Approved Leave of Absence During Vacation

Where an Employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option. The Employee shall provide a Doctor's note or copy of the death certificate.

21.08 Maximum Annual Carry Over of Vacation

No Employee shall carry over more than ten (10) days' vacation from any previous year without the consent of the Employer.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22.02 Amount of Paid Sick Leave

On commencement of employment, each Employee shall begin to accumulate sick leave credits at the rate of one and one half (1.5) working days per month for the duration of the probation period. Upon satisfactory completion of probation, the Employee's sick leave credit (both used and unused) will be made up to the total of eighteen (18) working days for the first calendar year.

On the anniversary date of employment, each Employee shall then add eighteen (18) working days of additional sick leave to the unused sick time of the previous year to a maximum of seventy-five (75) working days for a full-time Employee. An Employee who presently has an accumulated sick leave credit in excess of seventy-five (75) days will not be able to accumulate further sick leave until their credits fall below seventy-five (75) days. A medical certificate may be required after absence due to illness of five (5) consecutive working days.

22.03 Sick Pay for Part-timers

Part time Employees will be credited with the sick leave credits specified in 22.02 on a pro-rated basis and will receive pay on a pro-rated basis for sick leave taken. Part-time Employees shall carry over a maximum of seven (7) days per calendar year to a maximum sick bank of twenty-six (26) working days.

22.04 Sick Leave for Immediate Family Members

An Employee may choose sick leave time in lieu of time off up to a maximum of sixteen (16) per calendar year in order to care for a sick child for whom they are normally responsible; a spouse (including common law) or a same sex partner; or a parent or a spouse's parent who is dependent upon the Employee for care.

Time off for medical or dental appointments taken during working hours will be charged against accumulated sick leave credits for full time staff and part time staff.

22.05 Physician's Certificates

An Employee may be required to produce a certificate from a medical doctor certifying that they were unable to carry out their duties due to illness after five (5) days. The Employer shall be responsible for paying the direct cost of such a medical certificate it requires.

22.06 Workers' Compensation Pay Supplement

All Employees shall be covered by the Workers' Safety Insurance Act at the expense of the Employer.

An Employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay the Employer's share of all premiums for Employee benefit plans. An Employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Paid Bereavement Leave

Leave with pay will only be granted for bereavement of the Employee's spouse, common-law spouse, parent, child, sister, brother, grandparents, grandchildren, or same-sex partner, or same-sex partner's child or parents, on the following basis: Bereavement up to five (5) working days at the Employee's discretion.

23.02 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an Employee other than a casual or temporary Employee who serves as juror or witness in any court. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

Time spent by an Employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

23.03 a) General Leave

An Employee may request a leave of absence without pay and without benefits and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and subject to approval by the Employer. Such approval shall not be withheld without just cause.

b) Education Leave

"Educational Leave" means time off, with or without pay, to attend a course(s) related to the Early Learning and Child Care Profession at a post-secondary institution.

The Employer recognizes the value of continuing education to the advancement of the Employee.

Effective January 2023, Bargaining Unit members shall be entitled to apply in writing for an unpaid educational leave to improve their qualifications or to pursue a higher degree subject to the following conditions:

1. Employees with a minimum of five (5) years shall be eligible to apply for educational leave of one (1) year's duration without pay and without benefits. The Employee will be entitled to benefits if they choose to pay the premiums themselves. An extension may be requested should the program go beyond one (1) year in length and such request will not be unreasonably denied.
2. The Employee on leave shall not continue to accrue seniority if they are absent from work for more than one (1) year as per Article 14.04.
3. Applications for leave will be directed to the Executive Director at least three (3) months in advance of the commencement of such leave.
4. The Employee will provide the Employer with the Letter of Acceptance to the program that the Educational Leave is being requested for.
5. Response by the Employer will be made in writing within two (2) months of such requests and such request shall not be unreasonably denied.
6. Not more than one (1) Employee may be granted an Educational Leave per year.
7. The Employee on leave may choose to continue to contribute directly to the MSPP. The Employer will fill out a Leave of Absence form no less than four (4) weeks in advance prior to leave and submit it to MSPP who will then generate a letter to the Employee with a quote on what they would pay should the Employee choose to continue to contribute.
8. The Employer will not be required to match the Employee's contribution made to MSPP during the Educational leave.
9. Upon completion of the Educational Leave, the Employee will be return to their previous position and the appropriate rate of pay as per the salary grid in the Collective Agreement.

23.04 Leave for Diseases and Conditions Harmful for Pregnancy

Pregnant Employees shall not be required to work if there is a known or suspected case of German measles or any other condition at the childcare centre that would be harmful to the pregnancy. Employees other than temporary or casual Employees shall be permitted a leave of absence with full pay and benefits until all danger from such disease or condition ceases to exist. Where a casual or temporary Employee has arrived for work, they will be excused from work and paid for the shift as if they had worked it.

23.05 Leave of Absence for Union Functions

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions, conferences, seminars or special meetings shall be allowed leave of absence without pay and with benefits. The total of such leaves of absence without pay and with benefits shall not exceed twenty-five (25) days

for all members of the unit (combined) in any one (1) year. The Union will reimburse the Childcare Center for all expenses relating to the Employee's Union leave of absence. i.e. Employer's Benefit expenses i.e. C.P.P., U.I.C.

Leave of Absence for full-time Union Duties

- (1) An Employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence for up to twenty-four (24) months. During such leave of absence seniority shall continue to accumulate for the first twelve (12) months and shall be preserved but ceases to accumulate thereafter. Notification of such leave of absence shall be given in writing at least four (4) weeks in advance. This leave shall be renewed upon request by mutual agreement.
- (2) Upon receipt of a written request at least four (4) weeks in advance, the Agency will return the Employee to their former classification subject to seniority. In the event that the position no longer exists, such an Employee shall be placed in a comparable classification subject to seniority.
- (3) Should this temporary position be filled by an Employee from the bargaining unit, 23.07(b) 2 shall apply.
- (4) While on Union leave of absence for full time duties, the Employee shall continue to receive from the agency, their regular salary and benefits as provided for in this agreement. The Union shall reimburse the Agency monthly for the Employee's salary and benefits during this period of absence.

23.06 Professional Development Leave

All full time Employees shall receive four (4) paid leave days per annum for professional development for specified purposes relating directly to the functions being performed by the Employee at the childcare program

All full time Employees shall receive up to five hundred dollars (\$500) per annum to cover the cost of professional development. The director will reimburse the staff upon completion/certificate and receipt of payment of professional development.

Part time Employees shall receive two (2) paid leave days per annum for professional development.

Part time Employees shall receive two-hundred dollars (\$200.00) for professional development. Professional development can include such activities as workshops, seminars and conferences related to early childhood education and development, working meetings regarding changes in Metro and Provincial administrative approaches to child care and its funding, visits to other centres, resource centres including special needs resources, Ontario Coalition for Better Child Care and in general, workshops and seminars that will enhance

the staffs ability to function at Faywood Boulevard Childcare Program (e.g., time or stress management courses).

Professional development shall not include mandatory workshops or training required by the Employer, such as first aid and food handling.

Application for Professional Development leave shall be made in writing to the Employer and should be submitted to the Employer two (2) weeks before the proposed date of the leave if this is possible. Lateness of application would not be a sufficient reason for denial. The leaves shall be at times mutually agreed upon between the Employee and the supervisor. Such leaves are not subject to be carried forward from year to year.

Mandatory professional development as required by the city, the province or the Program shall not be considered use of professional development funds or paid leave days allotted per year for both full or part time staff.

All staff are to review the Request Time-Off Binder prior to booking a Professional Development course to ensure that it does not interfere with staffing.

23.07 Pregnancy/Parental Leave

Employees other than casual or temporary employees shall be entitled to Pregnancy and Parental leave benefits in accordance with the provisions of the Unemployment Insurance Act and the Employment Standards Act of Ontario.

- a) An Employee with thirteen (13) weeks of service with the Employer prior to the date of delivery and who presents a doctor's certificate stating that they are pregnant and probable date of delivery shall be granted leave as above. The date of commencement of Pregnancy leave and its length shall be at the discretion of the Employee, provided, however, that if the Employee cannot consistently carry out their employment responsibilities the Employer may, for good and reasonable cause, which shall be grievable, require the pregnancy leave be taken as of a certain time. Length of service, vacation credits or any other leave entitlement will not be affected by pregnancy leave,
- b) At the end of Pregnancy leave, additional leave without salary may be granted, in accordance with ARTICLE 23.03.
- b) Sick time and vacation time will accrue during Pregnancy leave.
Supplementary Unemployment Benefit (SUB)-PREGNANCY LEAVE

Employees eligible to receive Unemployment Insurance benefits pursuant to Section 18 of the Unemployment Insurance Act shall be paid a Pregnancy Leave allowance in accordance with the Supplementary Unemployment Benefit Plan. Under the Unemployment Insurance Act an Employee is eligible to receive

benefits for a period of up to sixteen (16) weeks. The Employer shall pay the difference between Unemployment Insurance benefits and sixty-five percent (65%) of regular weekly earnings for the period of time the Employee has qualified for benefits. The period of coverage by the Employer shall include the one (1) week waiting period, between the last day of work and commencement of UIC benefits.

Supplementary Unemployment Benefit (SUB) - Parental

Employees eligible to receive Unemployment Insurance benefits pursuant to Section 18 of the Unemployment Insurance Act shall be paid a parental Leave allowance in accordance with the Supplementary Unemployment Benefit Plan, Under the Unemployment Insurance Act an Employee is eligible to receive parental benefits for a period of up to fifteen (15) weeks. The Employer shall pay the difference between Unemployment Insurance benefits and sixty-five percent (65%) of regular weekly earnings for the period of time the Employee has qualified for benefits.

23.08 Leave for Special Circumstances

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

<u>Reason</u>	<u>Leave of absence</u>
Serious fire or flood in Employee's household	up to 3 days
Moving Employee's household	2 days per calendar year
Serious household/ year domestic emergency	1 day per contract
Formal hearing to become a Canadian citizen	1 day per contract

Part-time Employees will be granted the number of days' leave provided for in this Article, but will receive pay on a pro-rated basis for leave taken.

23.09 Personal Emergency Leave

Subject to the approval of Faywood, an Employee, either Full-time or Part-time may request and be granted a Leave of Absence, for up to ten (10) working days per calendar year for personal reasons. The Employer shall pay for the first two (2) days of personal emergency leave.

Where approved, such absence shall not constitute a break in service or affect any benefits to which the Employee is entitled, other than pay.

A request for such leave shall not be unreasonably denied. Approval or reasons for denial of such request shall be provided to the Employee in writing.

23.10 Administrative Leave

In the event that Children's Aid Services, Ministry of Education, any other regulatory authority, or the Employer requires that an Employee be placed on investigative leave, they will be paid at their regular rate of pay during the investigation.

23.11 Domestic or Sexual Violence Leave

The parties acknowledge that domestic or sexual violence is a significant social problem that affects the health and well-being of the Employees.

FT/PT Employees taking this leave, are entitled to a total of ten (10) days and fifteen (15) weeks of leave per calendar year. The first five (5) days of leave taken (whether taken from the "day" or "week" pool) are paid days, while the remainder are unpaid.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer at Faywood Childcare Centre Program shall pay salaries semi-monthly [on the 15th and 30-31st] or as dictated by past practice, in accordance with the applicable Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee shall be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions.

Payment shall be by direct deposit. Each Employee shall provide the necessary information to the Employer to implement this method of pay. Such method of pay shall be implemented within six (6) months of ratification.

24.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

24.03 Provisions for Families

All Employees, their spouses and dependent children are entitled to a twenty percent (20%) discount on all Faywood programs including summer camp.

Nothing in the above provisions shall give the Employer the right to discriminate against job applicants because of the number of dependents they may have.

24.04 Rate or Pay on Hiring, Progress within Classification or Reclassification

(a) Employees on probation will receive the probationary rate set out in Schedule "A" during the probationary period. An Employee considered for promotion to Assistant Director Supervisor will receive the Step 1 job rate for the trial period.

The date of progression to the next applicable salary steps is twelve (12) months from the date of the application of the prior step.

A qualified senior Employee shall be appointed by the Board or the Executive Director as the designated Employee in charge. They shall be paid thirty dollars (\$30)/day in excess of their salary when this role is assumed for four (4) hours or more a day.

The designate shall be off program for one (1) hour a day as required by the Executive Director.

In the event, that the Director or Assistant Director does not accompany the staff on a field trip a designate shall be paid for the day.

24.05 Pay on Transfer - Lower Rated Job

When an Employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

24.06 Mileage and TTC Allowance

Employees shall be reimbursed at the rate of 55 cents per km when their car is used for business, upon approval by the Director. This amount will adjust annually at the same rate stated by the Canada Revenue Agency. The Childcare Centre shall reimburse full and part time staff members for the cost of the TTC transportation to and from any approved Professional Development program or shall reimburse parking costs to a maximum of fifteen dollars (\$15.00) per day, per program.

Note: Business purposes shall not include workshops and seminars.

24.07 RECE Registration and Renewal Fee

The Employer shall reimburse permanent part time and full time Employees who are required to renew their license with the College of Early Childhood Educators (CECE). Reimbursement shall be made within thirty (30) calendar days of the Employee(s) providing a valid receipt for such expense. Any receipts submitted after three (3) months will not be reimbursed.

In the event an Employee leaves the service of the Employer, for reasons other than retirement or layoff, the Employer may recover a portion of the College fees which will be prorated for the remainder of the period for which payment was made and will be deducted from the Employee's final pay.

24.08 Long Service Recognition

Upon the Completion of Step 7 A Bonus of \$400.00 Will Be Given to Full-Time ECE Staff Annually. Such Bonus Shall Be Paid to Each Employee by separate cheques.

ARTICLE 25 - JOB CLASSIFICATION & RECLASSIFICATION & JOB DESCRIPTION

25.01 Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days.

25.02 No Elimination of Present Classifications

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

25.03 Changes in Classification

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

ARTICLE 26 - HEALTH & SAFETY

26.01 Co-operation on Safety

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

The Employer and the Union shall develop a policy that specifically addresses the steps to be followed when encountering a child that is physically or verbally abusive towards staff or children.

26.02 Health and Safety Clothing and Equipment

The Employer shall provide all Employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

26.03 Right to Refuse and No Disciplinary Action

No Employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe that it would be unsafe or unhealthy for themselves, an unborn child, children in care, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No Employee shall be ordered or permitted to work on a job that another worker has refused until the Health and Safety Committee investigates and the matter is satisfactorily settled.

26.04 Right to Monitor and Inspect

A Faywood Childcare Center Employee shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours. Any person not employed by Faywood Childcare Centre must be accompanied by the Executive Director.

26.05 Injury Pay Provisions

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 their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift.

An Employee who has received payment under this section and who is unable to schedule subsequent treatment outside of working hours shall receive pay for time necessarily spent for further medical treatment of the injury subsequent to the day of the accident.

26.06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident on the premises during scheduled working hours shall be at the expense of the Employer.

26.07 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 1 of the grievance procedure may be bypassed.

26.08 Respectful Workplace

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

The Employer and the Union will not tolerate any form of workplace violence and harassment from any source and will take all reasonable steps to prevent and address workplace violence and harassment in accordance with the Employer's Workplace Violence and Harassment Policy.

Employees are expected to report any experienced or observed workplace violence or harassment in accordance with the Agency's Workplace Violence and Harassment Policy.

ARTICLE 27 - JOB SECURITY

27.01 Restrictions on Contracting-Out

It is mutually agreed between the parties that in the case of staff vacancies, it may be necessary for reasons of health, sanitation, safety, or government regulation to fill the vacancy from non-unit bargaining sources and so provide the essential service until a suitable bargaining unit Employee is found to fill the vacancy. The Employer agrees that any such arrangement will be temporary, and of the shortest duration possible.

ARTICLE 28 - UNION LABEL

28.01 In order that the general public shall be aware of the benefits of a Unionized Public Service, the CUPE Union Label shall be displayed as prominently as possible through the service.

ARTICLE 29 - CHILD/ADULT RATIO

29.01 The Employer and the Union agree that a reasonable ratio of adults to children in a Child Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio shall not exceed the minimum established by The Child Care and Early Years Act 2014, as amended from time to time and that an ECE that is absent will be replaced by an ECE when an E.C.E. is needed to meet the requirements of the CCEYA.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Proper Accommodation

An Employee lounge and storage space for personal belongings shall be provided as made available by the Toronto District School Board.

30.02 Bulletin Boards

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

30.03 Letter of Reference

On termination of employment for any reason, the Employer shall provide a confirmation of employment upon request.

30.04 Transfer of Employees

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

30.05 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 require.

30.06 Programming Time

The parties agree to provide coverage to allow classroom staff to be able to leave their regular childcare responsibilities to research, prepare and develop program activities. All leaves and the purpose of those leaves first be approved by the supervisor. Only staff required to program will receive ninety (90) minutes a week of program time (45 min x 2 a week). In July and August staff required to program will receive forty-five (45) minutes a week of paid program time. The childcare centre shall close for one (1) day at the end of August. This day shall be used by the staff to prepare the classrooms and program for the upcoming school year

ARTICLE 31 - PRESENT CONDITIONS & BENEFITS

31.01 Present Conditions to Continue

All rights, benefits, privileges, practices and working conditions which Employees now enjoy, receive or possess, shall continue insofar as they are

consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

31.02 Benefits

The Employer agrees to maintain the benefits outlined for full time Employees only by the Group Health Benefits Solutions through the Ontario Coalition for Better Child Care (OCBCC). All benefits under this current plan shall not be changed unless mutually agreed on by the Employer and the Employee. All benefit premiums shall continue to be paid in full by the Employer.

A part time Employee regularly scheduled to work twenty (20) hours or more per week will receive the same full benefits.

Any current part time Employees (as of date of ratification only) working less than twenty (20) hours per week will receive five percent (5%) of salary in lieu of the benefits outlined.

31.03 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law not existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation.

MULTI-SECTOR PENSION PLAN REQUIRED COLLECTIVE AGREEMENT LANGUAGE (2012)

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

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

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

“Eligible Employee” means all Employees in the bargaining unit who have completed 500 hours of employment with the Employer.¹

Commencing January 1st, 2026 each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.

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.

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:

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

1. Not to exceed 500 hours.

gender.

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.

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);

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.

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 B.

ARTICLE 32 - COPIES OF AGREEMENT

32.01 The Union and the Employer desire every Employee be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide, at his own cost, sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration

This Agreement shall be binding and remain in effect from January 1st, 2026 to December 31st, 2028 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing by December 31st, in any year that it desires its termination or amendment.

33.02 Changes in Agreement

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

33.03 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified. All retroactive monies must be paid out within 45 days of ratification to all current Employees.

33.04 Retroactive Pay for Terminated Employees

An Employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement will receive the full retroactivity of any increase in wages or salaries.

Signed this 25th day of March, 2026.

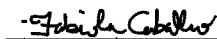
For the Union:

On Behalf of CUPE


Jennifer Dantas


Jennifer Dantas (2026-03-27 06:57:20 EDT)

Jennifer Dantas


Fabiola Caballero

Fabiola Caballero (2026-03-25 11:29:54 EDT)

Fabiola Caballero


Jordan Kusi

Jordan Kusi (2026-03-25 10:25:55 EDT)

Jordan Kusi


Sharon Emmons

Sharon Emmons (2026-03-27 17:10:37 EDT)

Sharon Emmon


Heather Murray

Heather Murray (2026-03-25 10:31:46 EDT)

Heather Murray

For the Employer:

On Behalf of Faywood Child Care Program


Neyda Alvarez

Neyda Alvarez


Marcia Anderson

Marcia Anderson (2026-03-25 21:30:27 EDT)

Marcia Anderson

SCHEDULE A

The parties agree that the negotiated wage increase for 2026 is retroactive to January 1st and shall be paid out within thirty (30) days of ratification by both parties and that the wage increase shall be as follows:

WAGE INCREASE TO ALL CLASSIFICATIONS

SALARY GRID FOR JANUARY 1, 2026 TO DECEMBER 31, 2028

Registered Early Childhood Educator STEP (Full Time, Part Time, Supply)	2026	2027	2028
Step 1	33.93	34.95	36.00
Step 2	34.97	36.02	37.10
Step 3	35.79	36.86	37.97
Step 4	36.60	37.70	38.83
Step 5	37.48	38.60	39.76
Step 6	38.26	39.41	40.59
Step 7	39.27	40.45	41.66

Early Childhood Assistant STEP (Full Time, Part Time, Supply)	2026	2027	2028
Step 1	23.31	24.01	24.73
Step 2	23.61	24.32	25.05
Step 3	24.66	25.40	26.16
Step 4	25.11	25.86	26.64
Step 5	26.54	27.34	28.19
Step 6	27.54	28.37	29.22
Step 7	28.44	29.29	30.17

Note: The above salary table includes the negotiated general wage increases as follows:

Effective Date	% Increase
January 1, 2026	3%
January 1, 2027	3%
January 1, 2028	3%

The parties further agree that the grid is subject to yearly Pay Equity Maintenance payments and any errors or omissions related to the implementation of the Pay Equity Maintenance payments.

The Local is seeking a General Wage Increase to all classifications of the following and will be retroactive to January 1, 2026.

LETTER OF AGREEMENT

BETWEEN

**FAYWOOD CHILD CARE PROGRAM
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 2563**

RE: PANDEMIC RESPONSE

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

1. One or more diseases has been designated by regulation to be a “designated infectious disease” for the purpose of section 50.1 of the Ontario Employment Standards Act, 2000; and
2. The government of Ontario has declared a state of emergency pursuant to the Ontario emergency management and civil protection act which has not been terminated or disallowed that is:

In relation to the same disease(s) which is the subject of the Designation referred to above; or

Is in relation to either the whole province of Ontario or is in relation to That part of the province of Ontario in which the Employer carries on operations. If this letter of understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied
The parties agree that:

The Employer is committed to continuing to work cooperatively with the Union in a fair and timely manner

The Employer shall ensure that the joint health and safety committee (JHSC) is informed during this time without limiting the duties under the Ontario Occupational Health and Safety Act (OHSA)

Signed this 25th day of March, 2026.

For the Union:

Jennifer Dantas

Jennifer Dantas (2026-03-27 06:57:20 EDT)

Jennifer Dantas

Fabiola Caballero

Fabiola Caballero (2026-03-25 11:29:54 EDT)

Fabiola Caballero

Jordan Kusi

Jordan Kusi (2026-03-25 10:25:55 EDT)

Jordan Kusi

S. Emmons

Sharon Emmons (2026-03-27 17:10:37 EDT)

Sharon Emmon

Heather Murray

Heather Murray (2026-03-25 10:31:46 EDT)

Heather Murray

For the Employer:

Neyda Alvarez

Neyda Alvarez

Marcia Anderson

Marcia Anderson (2026-03-25 21:30:27 EDT)

Marcia Anderson

SCHEDULE B

2012 PARTICIPATION AGREEMENT

The Agreement ratified on this 22 day of March 2018

B E T W E E N:

**FAYWOOD BOULEVARD CHILD CARE CENTRE
(the "Employer")**

- and -

**MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES
(the "Trustees")**

In consideration of the Employer becoming a participating Employer, commencing July 1st, 2018, in the Multi-Sector Pension Plan (the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local 2563 of the Canadian Union of Public Employees (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, 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 enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, 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 Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. 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 any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

(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 Employers' Fund entry date
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;

date of death (if applicable)

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

current complete address list for all eligible Employees;
period(s) of absence due to illness or disability, including WSIB;
period(s) of layoff, 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.

7. All personal information about Employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, Employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

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