

# Collective Agreement

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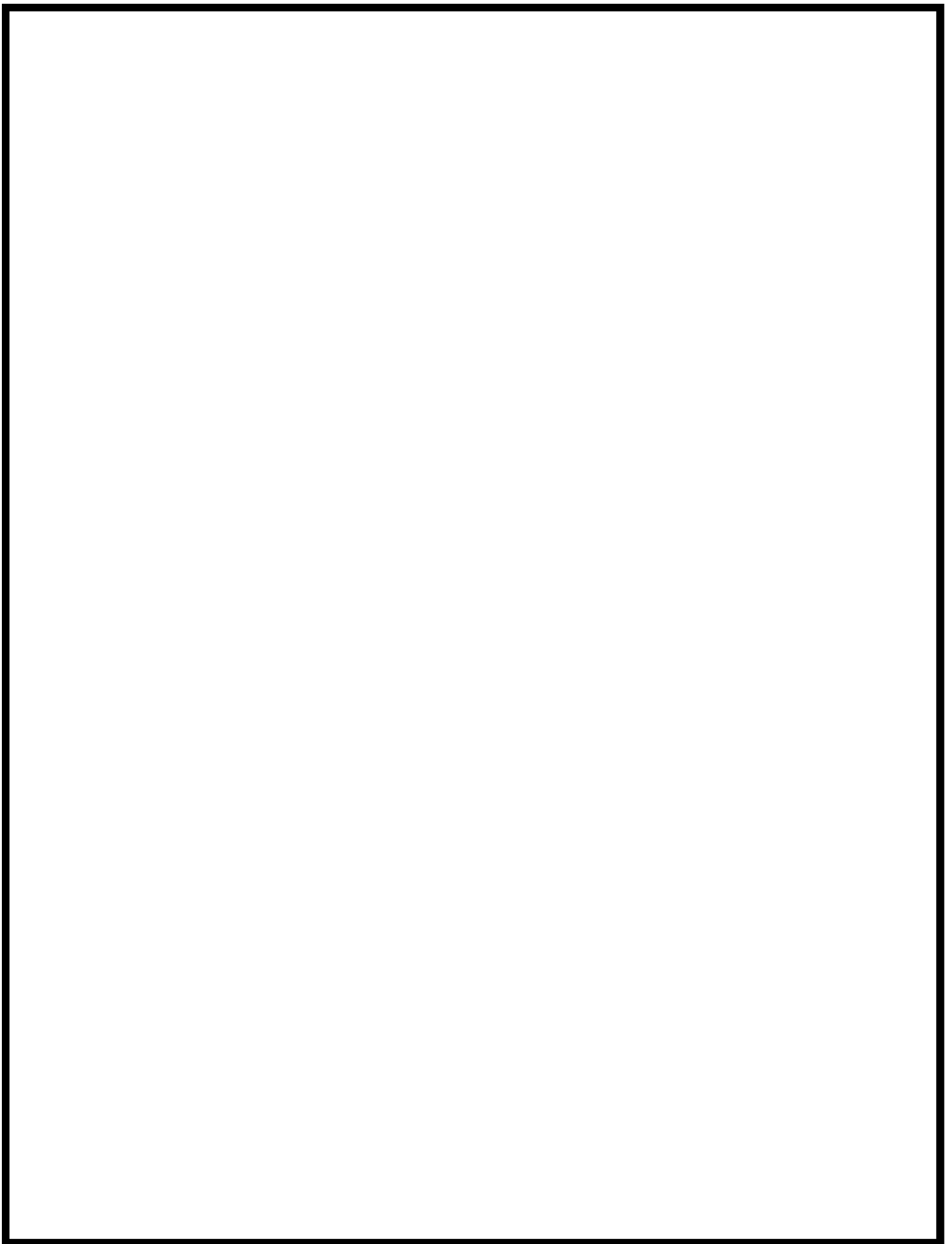
McMurrich Sprouts Daycare

And

Local 4400

Canadian Union of Public Employees

January 1, 2018 to December 31, 2021



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## **Article A – Definitions**

- A.1 “Employer” means the McMurrich Sprouts Daycare.
- A.2 “Union” means Local 4400, Canadian Union of Public Employees.
- A.3 A “Union Representative” means an Employee, or other person designated by the Union and/or recognized under the provisions of the Collective Agreement.
- A.4 “Employee” or “Employees” in this Agreement, unless clearly specified otherwise, shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Article C.
- A.5 “Working Days” as it applies to timelines in the Collective Agreement, shall be Monday – Friday inclusive, excluding Holidays and days when the Centers are shut down, unless otherwise specified.
- A.6 “Spouse” includes a common-law partner of the same or opposite sex.
- A.7 “Parties” shall be as defined in A.1 and A.2 above.
- A.8 “Probationary Employee” means an Employee who has not completed the probationary period.
- A.9 “Parent” includes a person with whom a child is placed for adoption and/or a person who is in a relationship of some permanence with the parent of a child (including a same sex spouse) and who intends to treat the child as their own.

### **Vacancies**

- A.10 “Vacancy” means available hours of work, caused by such events as expansion of program, promotion, resignation, death, transfer, restructuring or discharge and does not include a vacancy caused by approved or authorized absence from work of an Employee.
- A.10.1 A “temporary vacancy” is a vacancy caused by an approved or authorized absence.
- A.10.2 Notwithstanding A.10.1, a “temporary vacancy” may be required when the City Consultant and/or the Resource Consultant recommend it due to a temporary special needs situation. A temporary vacancy that is created to address a temporary special needs situation will, under no circumstances, be for longer than one (1) year.
- A.10.3 Notwithstanding A.10.1 and A.10.2, a “temporary vacancy” may be required to address a temporary placement situation to ensure children are able to move into the next room when they reach the mandatory age. A temporary vacancy that is created to address such a temporary placement situation will not exceed four (4) months.

- A.11 A “full-time” Employee is an Employee who is regularly scheduled to work thirty (30) hours or more per week.
- A.11.1 A “part-time” Employee is an Employee who is regularly scheduled to work fewer than thirty (30) hours per week.
- A.12 “Classification” shall be defined as the job title of a particular position.
- A.13 “Status” means regularly scheduled hours of work an Employee works in their position per week, exclusive of overtime.

## **Article B – Purpose**

- B.1 It is the purpose of this Agreement:
- B.1.1 to establish and maintain mutually satisfactory relations between the Employer and the Union;
- B.1.2 to set forth the terms and conditions of employment for Employees in the Union;
- B.1.3 to provide prompt and equitable disposition of grievances;
- B.1.4 to encourage efficiency in operations in a manner that maintains a level of high quality service; in accordance with the Early Years Child Care Act;
- B.1.5 to promote a co-operative and harmonious relationship between the Employer and its Employees;

## **Article C – Recognition**

- C.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Employer in the City of Toronto save and except the Bookkeeper, Assistant Director and persons above the rank of Assistant Director.

## **Article D – Management Rights**

- D.1 The Union recognizes that the management of the operation and direction of the Employees are fixed with the Employer and, without limiting the generality of the foregoing, the Union acknowledges that, subject only to the specific expressed provisions of the Agreement, it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its Employees;

- (c) discharge, suspend or otherwise discipline non-probationary Employees for just cause and, when acting in good faith, demote, discipline, suspend or discharge a probationary Employee for any non-discriminatory reason, provided that a probationary Employee shall have recourse to the Grievance Procedure;
- (d) select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- (e) subject to any limitations and restrictions elsewhere in this Agreement and subject to statute, determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting times; work assignments; working schedules; methods of doing the work; the location of work; the sub-contracting of work; the number of shifts, the functions to be performed and the methods, procedures and equipment to be used; job content, quality standards; hygiene standards in accordance with the "Toronto Children's Services Operating Criteria"; dress standards consistent with the Employer's current practice as at the date of ratification; the qualifications of an employee to perform any particular job; decide when overtime shall be worked and require employees to work overtime; and require for justifiable reason medical examinations in accordance with the Workplace Safety and Insurance Act, the Early Years Child Care Act, or as otherwise authorized by statute.
- (f) have the sole and exclusive jurisdiction over all operations, building and equipment.

D.1.1 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.

## **Article E – Union Security**

E.1 The Employer agrees to deduct from the pay of each Employee, to whom any pay is due in that pay period, an amount equal to their regular Union dues, initiation fees, and/or assessments, if any, which shall be levied on a uniform basis on all Employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time.

E.1.1 All dues or assessments so deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month following the month in which such deductions are made together with a list of names of all Employees from whom pay dues or assessments were so deducted. The list will also include the Employee's job title(s), earnings, hours worked and dues deducted, if any, for the Employee's position(s) within the bargaining unit.

- E.2 The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions, authorized by the Union.
- E.3 All Employees hired after the date of certification, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. New Employees of the Employer covered by this Agreement shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.
- E.3.1 Notwithstanding anything contained in Clause E.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- E.4 The Employer shall show the total amount of Union dues and assessments paid during the previous calendar year on the T4 slip of each Employee.
- E.5 The Employer agrees to acquaint new 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.
- E.5.1 In addition, the Employer agrees to provide a Union Representative an opportunity to meet with new Employees for a maximum of thirty (30) minutes within the first three (3) weeks of employment to acquaint the new Employee with the responsibilities and obligations of the Parties under the Agreement and Employee rights and entitlements in respect of the Union.

## **Article F – No Cessation of Work**

- F.1 The Employer agrees that there shall be no lock-out of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lock-out and strike shall be as defined in the Labour Relations Act.
- F.2 In the event of a strike by workers at an Employee's worksite, no Employees covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by the workers on strike.

## **Article G – Relationship**

### **Union Activity**

- G.1 The Union agrees that there will be no Union activity or meetings on the Employer's premises, except as hereinafter expressly permitted by this Agreement or with the permission of the person designated by the Employer.
- G.1.1 The Employer acknowledges the right of the Union to meet on the premises of the Employer with Union Stewards or with other Employees during their unpaid time. Such meetings may occur only during the Employer's hours of operation. The Union will advise the Executive Director or Assistant Director

prior to such meeting(s). In order to ensure that such meeting(s) do not disrupt the normal conduct of the operation, the Executive Director or Assistant Director shall select a convenient location for such meeting(s) to be held.

### **Bulletin Board**

- G.2 The Employer will provide bulletin board space for the posting of Union notices. It is agreed, however, that before posting, such notices must first be approved by a responsible officer of the Union, identified as such, in writing, for the Employer, and must be approved by the Employer; such approval shall not be unreasonably be withheld.

### **Correspondence**

- G.3 All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to a designated Union Representative. In addition, all grievance-related correspondence shall be forwarded to the Grievance Clerk. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union, the designated Representative, and the Grievance Clerk, and of any changes from time to time.

- G.4 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the Executive Director of the Employer. The Employer shall advise the Union in writing of the name and address of the Executive Director and of any changes from time to time.

- G.4.1 Notwithstanding G.4, all correspondence from the Union to the Employer related to any complaint/grievance against the Executive Director or Assistant Director shall be forwarded to the member of the Board of Directors as designated by the Board. The Employer shall advise the Union in writing of the name, email address and/or any other contact information of the designated Board member.

### **Employer Policies**

- G.5 The Employer shall provide an electronic copy of newly approved Employer policies to the Union.

### **Employee Information**

- G.6 Between February 1st and 15th, and July 1st and 15th of each year, the Employer will forward, in both written and electronic form to the Recording Secretary of the Union, a list showing the names, home addresses and phone numbers of Employees. When an Employee loses their seniority in accordance with O.3 and therefore ceases to be an Employee, their name will be removed from the current Employee list. Such list will be on a Microsoft Office Excel spread-sheet. The Union will be advised via email within two weeks of an Employee ceasing to be an Employee.

## **Board Meetings**

- G.7 No later than the third (3rd) working day of each month, the Employer will post dates of all Board meetings on the monthly calendars in each program room, and provide a copy to the Union.
- G.7.1 Notwithstanding the above any emergency meeting will be posted as soon as practicable.
- G.8 The members of the bargaining unit will choose a Representative who may attend the Board meetings. The Representative will be free to attend all portions of the Board meetings, save for those which are held in-camera to discuss personnel issues or issues involving the Union. The election for a Representative to attend the Board meetings will be held at the same time as the election for Stewards and will be for the same term as the term for stewards. The Union will furnish the Employer with the name of the elected Representative.

## **Resolutions and Reports**

- G.9 Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the Municipal, Regional, Provincial or Federal Government or their respective advisory committees which affect the Employees and/or the general provision of day care, received by the Employer, shall be maintained in an open file in the office to which the Employees have access during office hours.

## **Article H – Representation**

- H.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union.
- H.2 The Union shall have the right to appoint or otherwise select up to two (2) Union Stewards from amongst Employees in the bargaining unit.
- H.2.1 The Union agrees to furnish the Employer with a list of names of Employees who have been appointed or otherwise selected as Union Stewards. The list will be revised as changes occur.
- H.3 The Parties acknowledge that the Union Stewards have regular duties to perform as are provided for under this Agreement. A Union Steward shall, with the consent of the Executive Director or Assistant Director, be permitted to leave their regular duties for reasonable periods of time to perform such functions. Permission will be subject to operational requirements but will not be unreasonably withheld. When returning to regular duties, the Union Steward shall first report back to the Executive Director or Assistant Director.
- H.3.1 Where a Union Steward is permitted to be temporarily absent from their regularly scheduled hours of work to perform work under this Agreement, they shall receive their regular rate of pay during such absence provided that the

Employer shall not be obliged to make any payment for time spent outside their regular hours of work unless agreed upon by the Employer.

- H.3.2 This provision shall not affect, in any way, time granted off under McMurrich Sprouts policies, programs, procedures or in respect of statutory requirements.

### **Negotiations Committee**

- H.4 a) The Union agrees to furnish the Employer with a list of names of Employees who have been appointed or otherwise selected to the Negotiations Committee. The list will be revised as changes occur.
- b) The Employer agrees to furnish the Union with a list of names of the members of the Employer's Negotiations Committee.

- H.5 At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee which includes two (2) bargaining unit members. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer's representatives held during the Employee's regular working hours. The Union will reimburse the Employer for the wages of the Employees on the Committee for any days spent during mediation or conciliation. The Union has the right to have up to an additional five (5) members, including Union Officers, on the Negotiating Committee at no cost to the Employer.

- H.5.1 Upon seventy-two (72) hours' notice to the Employer, Employee members of the Negotiating Committee may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer their regular rate of pay for the time which they were released from their normal working hours. The bank shall be established at a level of two (2) days per Negotiations Committee Employee during the term of this Agreement. Additional leaves of absence, without cost to the Employer, for the Negotiating Committee to prepare for negotiations may be granted by the Employer. Approval will not be unreasonably withheld. The Union will reimburse the Employer for the wages of the Employees on the Committee for such additional days.

### **Investigating Grievances**

- H.6 "Investigating a grievance" shall mean that the Steward may make sufficient inquiries in order that the grievance may be presented and, if possible, resolved at the informal stage of the grievance procedure (if any) and the first meeting after the written grievance has been filed. It is understood that any full investigation of the grievance for the purposes of arbitration will not occur during a period when the Steward or other Union Representative is being paid by the Employer.

### **Labour Management Committee**

- H.7 A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The Committee will not discuss matters that are currently part of negotiations or which are the subject of formal grievances under the Grievance Procedure.

- H.7.1 The Committee shall be comprised of up to three (3) Employer representatives and up to three (3) Union Representatives, two (2) of whom are members of the bargaining unit. Meetings will be held at a mutually agreed upon time once a month. If neither Party has an issue to discuss, the Parties may postpone, by mutual consent, meeting until the following month.
- H.7.2 Minutes of each meeting of the Committee shall be prepared by the Employer and an electronic copy provided to the Union within two (2) weeks following the Committee meeting. These minutes will not be deemed agreed to until signed by both Parties.
- H.7.3 The Union will forward to the Employer any issues for discussion, not less than one (1) week prior to the date of the Labour Management Meeting, or as soon as practicable. The Employer shall forward an agenda of the meeting to the Union at least forty-eight (48) hours in advance of the meeting.
- H.7.4 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Labour Management meeting.

#### **Representation from CUPE National Representatives and/or Consultants**

- H.8 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants, excluding legal counsel, unless mutually agreed, when meeting with the Employer in matters arising with this Collective Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union on Public Employees and/or consultants, excluding legal counsel, unless mutually agreed, has been requested.

### **Article I – Grievance Procedure**

- I.1 Should a dispute arise between the Employer and an Employee, or the Union, regarding the interpretation, administration, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the manner as described in this Article.
- I.2 It is the mutual desire of the Parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until they have first given the Executive Director the opportunity of resolving their complaint. The Executive Director will inform the Employee of their right to request the assistance of a Union Representative. If an Employee has a complaint, they shall discuss it with the Executive Director within ten (10) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employee. The Executive Director shall give their response to this complaint within ten (10) working days following this discussion.

### **Facilities for Grievances**

- I.3 Unless otherwise mutually agreed, the Employer shall supply the necessary facilities for the grievance meetings.

#### **Step 1**

- I.4 If the reply of the Executive Director is not satisfactory to the Employee concerned, then it may be taken up as a grievance within ten (10) working days of the response and referred back to the Executive Director. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon, and shall be dated and signed by the Employee and/or Union Representative. The Executive Director will hold a meeting with the grievor and up to two (2) Union Representatives, within ten (10) working days of receipt of the grievance. The Executive Director shall give their response to the Union in writing within ten (10) working days following the meeting.
- I.5 Notwithstanding I.4, in the event that a complaint regarding harassment is against the Executive Director, the grievance shall be filed at Step 2 of the Grievance Procedure as provided in this Article.

#### **Step 2**

- I.6 Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to the President of the Board of Directors within ten (10) working days of the written response of the Executive Director. One or more members of the Board of Directors will hold a meeting with up to two (2) Union Representatives within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The Board of Directors shall give a response to the Union in writing within ten (10) working days following the meeting.

### **Arbitration**

- I.7 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a single arbitrator at any time within twenty (20) working days of the written response of the person designated by the Board of Directors. If the Parties are unable to agree on the appointment of the arbitrator, either Party may request the Minister of Labour to make such appointment. The Parties recognize that it is desirable that the hearing be scheduled as expeditiously as possible.
- I.7.1 Such referral shall be made in writing to the Executive Director.
- I.7.2 No person may act as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance except where both Parties are agreeable to mediation by the arbitrator.
- I.7.3 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the Parties. This does not preclude either party from proceeding to expedited arbitration under the Labour Relations Act.

- I.7.4 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- I.7.5 The decision of the single arbitrator shall be final and binding.
- I.7.6 The Parties shall share equally the costs of the services of the single arbitrator. Each Party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the Party calling the witness.

### **Group Grievance**

- I.8 Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, within fifteen (15) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employees, signed by each Employee and/or Union Representative, to the Executive Director. The grievance shall include the circumstances giving rise to the grievance; the remedy sought, and should include the provisions of the Agreement generally to be relied upon. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.

### **Policy Grievance**

- I.9 Notwithstanding I.3 and I.8, should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement, the Union shall have the right to file a policy grievance within fifteen (15) working days after a Union steward or any officer of the Union becomes aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance and the remedy sought, and should include the provisions of the Agreement generally to be relied upon.
- I.10 A claim by an Employee that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within fifteen (15) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union, whichever is later.
- I.10.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
- I.10.1.1 Confirming the Employer's action; or
- I.10.1.2 Such other arrangement as is acceptable to the Parties or as determined to be just and equitable by the arbitrator pursuant to the Provisions of the Labour Relations Act.
- I.11 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including arbitration.

- I.12 The Parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement to extend them, to be confirmed in writing.
- I.13 No adjustment under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed under this Article or presented to the Employer, or if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this Article.
- I.14 Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance; identify the provisions of the Collective Agreement alleged to have been violated, and the remedy sought. Two (2) representatives of the Union shall meet with the Executive Director, as required within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred by either Party to arbitration as provided in this Article.
- I.15 At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the Employee concerned, and all reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to any other witnesses, and any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. Access to the Employer's premises for the purpose of the arbitration procedure shall be governed by the provisions of the Labour Relations Act, 1995, as amended.

## **Article J – Personnel Files**

- J.1 Employees may, upon written request to the Executive Director, review their personnel file. The Employee may be accompanied by a Union Representative. Such review must be made outside of the Employee's regular working hours, in the presence of the Executive Director or Assistant Director at a time that is mutually arranged between the Employer and the Employee concerned.
- J.1.1 Employees shall be able to obtain copies of the content of their personnel file.
- J.2 It shall be the responsibility of each Employee to notify the Executive Director, in writing, promptly of any change in address and phone number. Such change is to be acknowledged in writing by the supervisor at the time the change is submitted.
- J.2.1 Any notice required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address according to the records of the Employer.
- J.3 Upon written request to the Executive Director from an Employee on whose record a disciplinary notation has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's

record, such disciplinary notation shall not be the basis for further disciplinary action and such notation will be removed from the Employee's file.

J.3.1 Notwithstanding J.3, a notation of discipline for an act of physical or sexual harassment and/or abuse of a child, which has not been rescinded through the grievance or arbitration procedure, may be kept in the Employee's file indefinitely.

J.3.1.1 For the purposes of J.3.1, "abuse of a child" shall mean:

- (a) a state or condition of being intentionally or negligently physically harmed, sexually molested or sexually exploited,
- (b) intentionally or negligently failing to care and provide for or supervise or protect a child adequately by:
  - (i) permitting the child to suffer abuse, or
  - (ii) permitting the child to suffer from a mental, emotional, or developmental condition that, if not remedied, could seriously impair the child's development.

J.4 When an adverse report is placed in the Employee's personnel file, the Employee may make a written reply to such report. The reply shall be attached to and filed with the adverse report. No response from the Employer does not imply agreement to the Employee's reply. Any discipline which has not been altered during the grievance and arbitration procedure or by agreement of the Parties shall not be affected by the foregoing.

## **Article K – Discipline and Discharge**

K.1 No Employee shall be discharged or disciplined without just cause and such cause shall be provided in writing to the Employee with a copy to the Recording Secretary of the Union and the designated Union Representative.

K.2 Where the Executive Director or other Employer representative meets with an Employee and where the subject matter of the meeting might reasonably be anticipated to result in disciplinary action, the Employer shall notify the contact person designated by the Union and the Employee sufficiently in advance of the meeting to arrange for up to two (2) Union Representatives designated by the Union to attend the interview. Where feasible, forty-eight (48) hours' notice shall be given and Union Representatives must be present. The Union shall advise the Employer in writing of the name of the contact person and any changes from time to time.

## **Article L – Protection against Harassment and Discrimination**

L.1 There shall be no discrimination by the Employer, the Union or any of its members against any Employee because of membership or non-membership in any lawful Union or by reason of filing of a grievance.

L.2 Both the Employer and the Union agree there shall be no discrimination against any Employee because of race, ancestry, place of origin, colour, ethnic origin,

citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap in accordance with the Human Rights Code, RSO 1990, as amended from time to time.

### **Personal Harassment**

- L.3 The Employer agrees to comply with its obligations with respect to workplace violence and harassment under the Occupational Health and Safety Act, as amended and the Human Rights Code, as amended.

### **Violations**

- L.4 Any alleged violation may be dealt with pursuant to the procedures in the Code, and/or the grievance and arbitration provisions of this Agreement. Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.

## **Article M – Health and Safety**

### **First Aid Kits**

- M.1 First aid kits shall be supplied and properly maintained by the Employer in all classrooms.
- M.1.1 Kits shall also include vinyl gloves and disposable personal protection devices for artificial respiration.

### **Personal Safety and Security**

- M.2 The Employer recognizes its obligations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended from time to time. The Joint Health and Safety Committee will be established in accordance with the Act. The Employees on the Committee shall be selected by the Union in accordance with the Act.
- M.3 Newly hired Employees shall receive information, instruction, and/or training about health and safety regulations, including Workplace Hazardous Materials and Information Systems (WHMIS) training.
- M.4 In order to protect an Employee's personal safety, no Employee shall be required to work at the Employer's premises unless a second employee is also at the Employer's premises. The Employee shall immediately notify the Executive Director if no other employee is on site. An Employee shall not leave the Employer's premises until child safety has been assured in accordance with the Early Years Child Care Act. An Employee who must leave work as per this Article will be paid for their normally scheduled hours and any additional time worked.

## **Article N – Probationary Period**

- N.1 All Employees newly hired are required to serve a probationary period of sixty (60) days worked effective the first day of work and will have no seniority rights until the probationary period is successfully completed.
- N.1.1 An Employee shall serve only one probationary period.
- N.1.2 Evaluation of probationary Employees shall be undertaken in a fair and equitable manner.
- N.2 During the probationary period, the Employer shall have the right to discipline, demote, discharge or lay off a probationary new Employee. The new Employee shall have recourse to the Grievance Procedure. It is understood by the Parties, for the purpose of discipline and discharge, a lesser standard of just cause may be applied to probationary Employees than to an Employee who has completed their probationary period.
- N.3 Should an Employee on Seniority List A be laid off during the probationary period, the Employee will remain on Seniority List A for posting purposes only. If such Employee is called for supply work, all time worked as a supply will be applied to the probationary period, as referenced in N.1. Other entitlements specifically afforded to Seniority List A Employees will not apply to probationary Employees.
- N.4 After successful completion of the probationary period, an Employee's seniority will date back to the first day worked or be prorated in accordance with O.1.2.

## **Article O – Seniority Provisions**

- O.1 Seniority shall be defined as the length of continuous employment with the Employer in the bargaining unit, based on the Employee's most recent hire date.
- O.1.1 Full-time and part-time Employees shall be listed on Seniority List A. Supply Employees shall be listed on Seniority List B. Seniority may be exercised by Employees on List B only when making application for and being considered for a posted vacancy.
- O.1.1.1 For the purposes of the Article, it is understood a supply Employee is an Employee who is only on call to replace permanent full or part-time Employees in a temporary vacancy, or is called in for seasonal work, which is defined as work done during the following school breaks: summer, winter and March break.
- O.1.2 Notwithstanding any other provision of this Agreement, when an Employee on Seniority List B is the successful applicant for a posted vacancy in a full-time or in a part-time position, then the Employee shall be placed on Seniority List A, with prorated seniority based on a factor of one-third (0.333) of their prior seniority as specified on Seniority List B.
- O.1.3 An Employee shall be deemed to have continuous service except where they have lost their seniority under Article O.3.

- O.2 Notwithstanding O.1, O.1.1, and O.1.1.1, when a successful applicant at the time of hiring is not on Seniority List A or B, the Employee will have no seniority rights during the probationary period of employment. After successful completion of the probationary period, this Employee's seniority will date back to the day on which the Employee's employment began in the bargaining unit.
- O.2.1 Where two or more Employees have the same seniority date their placement on the list will be determined by lot conducted by the Union. Where two or more Employees have the same seniority date, the Employer will, within two weeks of the date of hire or change of seniority date, notify the Union in a separate email of the names of the respective Employees.
- O.3 Notwithstanding the provisions of O.1 and unless otherwise provided in this agreement, seniority previously accumulated shall be lost and the Employee ceases to be an Employee of the Employer when they:
- O.3.1 are discharged for just cause and not reinstated through the grievance process;
- O.3.2 quit employment, provided the quit has not been rescinded within three (3) working days;
- O.3.3 retire;
- O.3.4 are laid off or do not otherwise perform work in the bargaining unit for eighteen (18) consecutive months, except as provided for by law;
- O.3.5 are absent from their duties for three (3) consecutive business days without prior notification to the Employer or without reasonable excuse;
- O.3.6 fail to return to work after receiving notice of recall.

### **Seniority Lists**

- O.4 The Employer shall provide to the Union in written and electronic form, an updated seniority list on the working day following on or immediately prior to February 15th each calendar year. The seniority list shall indicate the Employee's name, job classification, date of hire, regularly scheduled hours of work and Employee works in their position per week, exclusive of overtime and seniority date. Lists shall be provided in order of seniority by job classification, seniority date, alpha by family name, and status. When an Employee loses their seniority in accordance with O.3 and therefore ceases to be an Employee, their name will be removed from the seniority list. The Employer shall post the seniority list on the Union bulletin board in the Centre. Such list will be on a Microsoft Office Excel spreadsheet.
- O.4.1 Notwithstanding Article O.4, the Employer shall provide to the Union in written and electronic form a seniority list within two (2) months of the signing of this Collective Agreement. Such list will be on a Microsoft Office Excel spreadsheet.
- O.5 The Employer shall maintain two (2) separate seniority lists as follows:

- O.5.1 Seniority List A shall include all Full and Part-Time Employees;
- O.5.2 Seniority List B shall include all Employees who exclusively do supply temporary, and/or seasonal work.
- O.6 An Employee may dispute their seniority date within fifteen (15) working days of the list being posted. The Parties shall meet within forty-five (45) days to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained on the Seniority List. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the parties are unable to resolve such matter, the Employee or the Union may file a grievance as per Article I.
- O.7 If an Employee wishes to voluntarily move from Seniority List A to Seniority List B, the Employee shall submit such request in writing to the Executive Director with a copy to the Union. It is the responsibility of the Employee to learn of the impacts of this change in status as it relates to seniority, job postings and redeployment. The Employee will have ten (10) working days to confirm their decision.

## **Article P – Staffing**

### **Posting of Vacancies**

- P.1 When a bargaining unit vacancy for a full-time or part-time position becomes available within the bargaining unit and if the Employer elects to fill such vacancy, the Employer shall post such vacancy for a minimum of five (5) working days. The Employer shall make reasonable efforts, through a telephone call to the Employee's telephone number on record with the Employer, to notify all Employees who are absent during this process, of the posting. Notwithstanding the foregoing, Employees, who will be absent during this process, may request, in writing, to their supervisor, to be contacted via email. All postings will be numbered in chronological order beginning with the year, followed by a dash and the number. All communication from the Employer regarding the posting will have the posting number as a reference number.
- P.1.1 The job posting will state the skills and education required for the vacancy as well as the regularly scheduled hours of work, start date, summary of duties, age group, location, including whether the location is wheel chair accessible, wage rate, and the title of the non-union position to which the Employee will be reporting. The Employer will consult with the Union regarding any changes in the posted skills, duties and education from the previous job posting.
- P.1.2 The following will be noted on all job postings:
- An otherwise qualified applicant who lacks the educational requirements of the position will have appropriate equivalent related experience and/or education considered by the Employer, where the Ministry of Education has determined that such education is the equivalent of the educational requirement sought.

- P.1.3 It is understood that, where practicable, temporary vacancies shall include an end date on the posting. When a temporary vacancy is posted, the Union will be notified of the reason for the vacancy and the name of the Employee who is being replaced.
- P.1.3.1 When a temporary vacancy is posted to cover a temporary special needs situation or temporary placement situation, the Union will be advised, and of the expected end date.
- P.2 A copy of each job posting shall be forwarded to the Recording Secretary of the Union at the time the position is posted.
- P.3 Should a posting be rescinded, the Union will be sent a copy of the posting indicating it has been rescinded and the reason for rescinding.

### **Selection of Applicants**

- P.4 The Employer will only conduct interviews of applicants where there are no qualified applicants seeking a lateral transfer into the posted vacancy.
- P.4.1 In the event of a temporary vacancy of thirty (30) working days or less, which the Employer elects to fill, the Employer shall first call qualified bargaining unit members on short term layoff in accordance with Article BB.1.1 or Employees on the recall list who have indicated an interest in supply work in accordance with Article BB.5. Should there be no such Employee, then the Employer shall call qualified Supply Staff. In the event that no one is immediately available from the Supply Staff, then the Employer may, at its discretion, temporarily transfer any bargaining unit Employee to fill the temporary absence. Any such arrangement will be temporary and of the shortest duration possible.
- P.4.2 In the event of a temporary vacancy of greater than thirty (30) consecutive working days within the bargaining unit which the Employer elects to fill, the Employer shall post the vacancy for a minimum of five (5) working days. The Employer shall first call qualified bargaining unit members on short term layoff in accordance with Article BB or Employees on the recall list who have indicated an interest in supply work in accordance with Article BB.5. Should there be no such Employee, then the Employer shall post the temporary vacancy and fill the vacancy in accordance with P.4. If there are no qualified candidates within the bargaining unit, the temporary vacancy may be filled by a qualified applicant from outside the bargaining unit.
- For clarity, any List A Employee's entitlements under Article S will not change as a result of filling a temporary vacancy.
- P.4.2.1 Any vacancies arising from the filling of a temporary vacancy under Article P.4.2 shall be filled in accordance with Article P.4.2 to a maximum of two (2) such vacancies. The Employer shall offer any third and subsequent vacancy arising from the filling of a temporary vacancy under Article P.4.2 to an Employee on the supply list from the classification advertised in the original posting. Should there be no qualified and available Employee from within the bargaining unit, the Employer may hire from outside the bargaining unit.

## **Lateral Transfer to a Posting**

- P.5 A lateral transfer is the placement of an Employee, who applies for a posted vacancy within the same job classification form which the Employee is seeking a transfer.
- P.5.1 Right of transfer will be given to qualified Employees who are seeking to transfer into a position with the exact number or fewer hours of work.
- P.5.2 Where two (2) or more Employees indicate an interest in the same vacancy within the provisions of P.5.1, seniority will be the determining factor.

## **Interview Process**

- P.6 Should there be no Employee transferring into the vacancy as per Article P.5, then, the Employer shall conduct interviews with qualified applicants, if any. When selections of an Employee to fill a posted vacancy is made through the interview process, first consideration will be given to those qualified applicants who are members of the bargaining unit on Seniority List A. If there is no qualified applicant from List A, next consideration will be given to List B. A vacancy shall be filled by interview based on the Employee's skill, ability, seniority, proficiency, related experience and educational equivalent. If the skill, ability, proficiency, related experience, and educational equivalent, of two or more applicants is relatively equal, then seniority shall be the deciding factor with regards to the selection of the applicant. If there are no qualified applicants from within the bargaining unit, the Article P.9 shall pertain.
- P.6.1 Notwithstanding P.4 and P.6 above, Employees who are on the Recall List will be given first priority for placement into a vacancy or temporary vacancy through the recall provisions in Article BB.
- P.7 The Employer will inform internal applicants who have not been selected for an interview within five (5) working days after the closing date of the posting.
- P.8 Vacancies in newly created positions shall be filled in the manner set out above.
- P.9 If there are no qualified candidates within the bargaining unit, the vacancy may be filled by a qualified applicant from outside the bargaining unit.
- P.10 The name of the successful applicant will be provided to the Union in writing at the same time the successful applicant is notified.
- P.10.1 Within fifteen (15) working days of the date of appointment to a vacancy position, the name of the successful applicant will be posted on the bulletin board at the Centre.
- P.11 Unsuccessful applicants interviewed for a posted vacancy will be informed in writing that such vacancy has been filled, once the successful candidate has accepted the assignment. Any unsuccessful applicant from the bargaining unit shall, on request, meet with the Employer for feedback, accompanied by a Union Representative if requested, as to the reason why they were not selected for the position.

## **Parent Transfers**

- P.12 When a child of an Employee is enrolled or promoted to a program where the Employee works, it is deemed necessary to transfer the parent Employee to a different program.
- P.12.1 As soon as practicable, and at no time later than three (3) weeks prior to the date of transfer, the Director shall notify all staff in the same classification and status as the parent Employee of the need for a transfer.
- P.12.2 Any Employee with the same classification and status as the parent Employee, who is willing to transfer into the program of the parent Employee shall notify the Executive Director within three (3) days of the notification. The Employer will determine the most appropriate candidate for the transfer into the position. Should no Employee notify the Executive Director of their willingness to transfer, then the Executive Director shall determine the appropriate transfer, based on the Employer's assessment of current staffing levels, consistency of child care in each program room and the operational requirements of the Early Years Child Care Act.

## **Program Placements**

- P.13 Notwithstanding that the Employer retains the right to determine the appropriate staffing in each program room, the Employer acknowledges that Employees may wish to change program rooms periodically.
- P.13.1 Where Seniority List A Employees have been in the same program room for two (2) or more years and wish to change program rooms, these Employees shall provide the Executive Director with written confirmation that they would like to be considered for reassignment, on or before October 1 of each calendar year.
- P.13.2 The Employer will determine, based on the requests made, where there is a possibility for reassignment of Employees, understanding that Employees will only be reassigned to positions of the same classification and status. The Employer agrees that at least one (1) Employee who makes a request under P.1.13.1 will be reassigned on an annual basis. The reassignment will, in turn, result in at least one other Employee being reassigned as well.
- P.13.3 Any possible reassignment will be made equitably, based on the Employer's assessment of current staffing levels and consistency of child care in each program room, and the operational requirements of the Early Years Child Care Act. An Employee who works a unique number of hours for their shift will be exempted from this process.

## **Supply Staff**

- P.14 The Employer shall maintain a central Supply Staff List by classification. The Employer shall provide to the Union in written and electronic form, an updated Supply List on the working day following on or immediately prior to February 15th each calendar year.

- a) Notwithstanding Article P.14, the Employer shall provide the Supply Staff List to the Union, in written and electronic form, within two (2) months of the signing of this Collective Agreement.

- P.14.1 The Employer shall endeavour to develop and maintain a minimum of twelve (12) available ECE/ECA Supply Staff who are Ministry approved ECA or ECE qualified in accordance with the Early Years Child Care Act. In replacing an absent Employee, the Employer shall take into account, amongst other considerations, the classification of the Employee being replaced and the classification of the supply staff. The Employer agrees the rate of pay of the supply employee will not be one of the considerations in assigning supply work.
- P.15 Prior to expanding the Supply List beyond ten (10) Employees, the Employer will discuss the issue with the Union.
- P.16 Should a delay in filling a vacancy result in the need for a supply staff to remain in a vacancy for greater than sixty (60) working day, the Union shall be consulted.
- P.16.1 Employees may apply to be on the Supply List for all classifications for which they are qualified. Approval for placement on the Supply List may require an interview where the Employee has applied to a classification other than the one within which they currently work.
- P.17 Employees shall continue to be responsible for contacting a supply staff for absences which arise on the day that the supply staff member is required. Should any Employee be unable, after three attempts, to contact a supply staff, they shall contact the Executive Director or Assistant Director. It shall be the responsibility of the Executive Director or Assistant Director to dispatch supply staff for any further days following the initial day of absence.

## **Article Q – Leaves of Absence**

### **General Leave of Absence**

- Q.1 The Employer may grant a leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause. Such request is to be in writing and approved by the Employer. Approval will depend on the individual case and the impact of the operations of the Employer. Such approval shall not be unreasonably denied.
- Q.1.1 For a leave of absence of thirty (30) working days for less, the request shall be in writing and shall be submitted a minimum of ten (10) working days prior to the start date of the leave, unless the leave is for urgent purposes in which case the Employer may waive this notice requirement. The Employer will reply in writing within five (5) working days of receipt of the request.
- Q.1.2 For a leave of absence in excess of thirty (30) working days and up to a maximum period of one (1) year, the request shall be in writing and shall be submitted a minimum of twenty (20) working days prior to the start date of the leave, unless the leave is for urgent purposes in which case the Employer

may waive this notice requirement. The Employer will reply in writing within ten (10) working days of receipt of the request.

Q.1.3 It shall be the sole responsibility of the Employee to pay the full cost of any benefits which they choose to maintain for any unpaid leave in excess of forty (40) working days except as otherwise set out in the Collective Agreement or as required under the Employment Standards Act.

For greater clarity, the Employer will maintain benefits as set out in Article S for the first forty (40) days of any unpaid leave.

### **Pregnancy Leave**

Q.2 Eligibility – A pregnant Employee will be eligible for leave in accordance with Article Q or the Employment Standards Act, whatever is greater. A pregnant Employee who started employment with their Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.

Q.3 When leave may begin – An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

Q.4 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.

Q.4.1 Change of notice to begin leave – An employee who has given notice to begin Pregnancy Leave may change the notice:

Q.4.1.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or

Q.4.1.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.

Q.5 Special circumstances – paragraph Q.4 does not apply in the case of an Employee who stops working because of complications caused by their pregnancy or because of birth, still-birth or miscarriage that happens earlier than the Employee was expected to give birth.

Q.6 Notice in special circumstances – An Employee described in paragraph Q5 must, within two (2) weeks of stopping work, give the Employer written notice of the date the Pregnancy Leave began or is to begin and a certificate from a legally qualified medical practitioner that, in the case of an Employee who stops working because of complications caused by their pregnancy, states the Employee is unable to perform their duties because of complications caused by their pregnancy and states the expected birth date, or in any of case, states the date of the birth, still-birth or miscarriage and the date the Employee was expected to give birth.

Q.7 End of Pregnancy Leave if Parental Leave available – The Pregnancy Leave of an Employee who is entitled to take Parental Leave, ends seventeen (17) weeks after the Pregnancy Leave began.

- Q.8 End of Pregnancy Leave if Parental Leave not available – The Pregnancy Leave of an Employee who is not entitled to take Parental Leave ends on the later of:
- (i) the day that is seventeen (17) weeks after the Pregnancy Leave began, or
  - (ii) the day that is six (6) weeks after the birth, still-birth or miscarriage.
- Q.9 End of Pregnancy Leave on Employee notice – The Pregnancy Leave of an Employee ends on a day earlier than the day provided for in Q.8 or Q.9 if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.10 Nothing herein precludes an Employee from receiving sick leave pay, if applicable, if absent because of complications arising out of their pregnancy or post-recovery period or subsequent Pregnancy Leave or a combined Pregnancy and Parental Leave.

### **Parental Leave**

- Q.11 Eligibility – An Employee who is the parent of a child is entitled to leave in accordance with Article Q or the Employment Standards Act, whichever is greater. An Employee who has been employed by their Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following:
- Q.11.1 the birth of the child; or
  - Q.11.2 the coming of the child into the custody, care and control of a parent for the first time.
- Q.12 Restriction on when the leave may begin – Parental Leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- Q.13 When the mother’s Parental Leave may begin – Parental Leave of an Employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- Q.14 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- Q.14.1 Change of notice to begin leave – An Employee who has given notice to begin Parental Leave may change the notice:
    - Q.14.1.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or
    - Q.14.1.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.
- Q.15 Special circumstances – Paragraph Q.14 does not apply in the case of an Employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. In such circumstances the Parental Leave of an Employee begins on the day the Employee stops working and the Employee must give the Employer written notice that the

Employee wishes to take leave within two (2) weeks after the Employee stops working.

### **End of Parental Leave**

- Q.16 Parental Leave ends sixty-one (61) weeks after it began, if the Employee took Pregnancy Leave, and sixty-three (63) weeks after it began otherwise, or in accordance with the Employment Standards Act whatever is greater, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.17 Change of notice to end leave – An Employee who has given notice to end the leave may change the notice:
- Q.17.1 to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- Q.17.2 to a later date if the Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

### **Benefits and Seniority during Pregnancy and Parental Leave**

- Q.18 In accordance with the Employment Standards Act or to a maximum of fifty-two (52) weeks, whichever is greater, the Employer will continue to pay its share of contributions to any benefit plans in which the Employee is enrolled prior to commencement of their Pregnancy and/or their Parental Leave, provided that the Employee continues to pay their share of such benefits if applicable.
- Q.18.1 Benefit plans referred to in Q.18 applies to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and any other prescribed type of benefit plan as applicable.
- Q.19 The Employer will maintain entitlements with respect to seniority and benefits for Employees who are on a Pregnancy, Parental Leave or Family Medical Leave, provided they have completed their probationary period. Employees on leave continue to accrue vacation pay, vacation time entitlements and seniority, and earn credit for service and length of employment while on leave, just as if they had remained at work.

An Employee, who would have to forfeit vacation time or vacation pay or take less than their full leave entitlement in order to exercise their right to a leave, may defer taking vacation until the leave expires or at a later date if the Employer and the Employee agree.

If an Employee is on leave on the day by which their vacation must be completed, the Employee shall take their vacation immediately after the leave expires, or at a later date if the Employer and the Employee agree.

Should a public holiday fall during the leave; Employees are entitled to public holiday pay that day, in accordance with the Employment Standards Act.

Employees will not be entitled to accrue Sick Leave and/or Personal Days during the Pregnancy and Parental Leave period.

### **Infant Care/Child Care Leave**

- Q.20 An Employee eligible for Parental Leave under Article Q.11 may apply for Infant Care/Child Care Leave.
- Q.21 The Employer shall grant to eligible Employees a leave of absence without pay, to be known as Infant Care/Child Care Leave which will provide:
- Q.21.1 the mother, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave;
- Q.21.2 the father, additional weeks of leave which when combined with Parental Leave will not exceed two (2) year leave.
- Q.21.3 Notwithstanding Q21.1 and Q21.2, if both parents are Employees, the total Infant Care/Child Care Leave when combined with Pregnancy and Parental Leave will not exceed two (2) years.
- Q.22 Application for Infant Care/Child Care Leave must be made at the same time as an Employee applies for Parental Leave or not later than sixty (60) days before the Infant Care/Child Care Leave is to begin.
- Q.23 In the application for Infant Care/Child Care Leave an Employee must specify the time at which they intend to commence their Leave and the time at which they intend to resume their duties with the Employer.

### **Change of Notice to End Leave**

- Q.24 An Employee how has given notice to end the leave may change the notice to an earlier date if the Employee gives the Employer as leave two (2) weeks written notice before the earlier date.

### **Benefits and Seniority During Infant Care/Child Care Leave**

- Q.25 An Employee on Infant Care/Child Care Leave may opt to continue payment to their share and the Employer's share of contributions to any benefit plans in which they are enrolled prior to the commencement of the Infant Care/Child Care Leave. Payment shall be made through pre-authorized bank withdrawal.
- Q.26 The period of an Employee's Infant Care/Child Care Leave is included in the calculation of their length of employment and seniority, as if it were active paid service.

### **Leaves of Absence for Union Duties**

- Q.27 An Employee who is elected or selected for a full-time position with the Union (or CUPE, OFL, CLC) shall be granted a twelve (12)-month full-time leave of absence by the Employer without salary and benefits and without loss of seniority. Such leave may be granted subject to operational requirements but the leave shall not be unreasonably withheld.
- Q.27.1 In addition, the Union may request full-time leave of absence without salary and benefits and without loss of seniority for Employees for full-time positions

with the Union for twelve (12) months or for special assignments. The Union shall apply to the Employer four (4) weeks prior to the commencement of such leave, which may be for a period of up to twelve (12) months but not less than sixty (60) days. Such leave may be granted subject to operational requirements but the leave shall not be unreasonably withheld.

### **Short Duration Union Leaves**

Q.27.2 It is recognized that there will be occasions when leaves of short duration, i.e. less than sixty (60) days, may be necessary. Requests for such leave will be made with not less than two (2) weeks written notice to the Employer. Such leaves shall be without salary and benefits and without loss of seniority. Requests for such leave may be subject to operational requirements but will not be unreasonably withheld.

Q.27.3 During any leave under this section, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs. If the Union want the Employee credited with sick leave during such leave, the Union will reimburse the Employer for the sick leave. For the purpose of the Collective Agreement, such leaves shall be considered leaves without pay.

### **Leaves of Absence for Union Conventions, Conferences and Seminars**

Q.28 Upon written request by the Union, the Employer may grant leaves of absence without pay or loss of seniority for Employees to attend conventions or seminars, schools and conferences of the Union. Where practicable, the Union will give not less than fifteen (15) working days written notice. Such approval will not be unreasonably withheld; however it is understood that leave may be withheld related to operational requirements.

Q.29 During any leave of Union Conventions and Seminars, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs. If the Union wants the Employee credited with sick leave during such leave, the Union will reimburse the Employer for the sick leave. For the purposes of the Collective Agreement, such leaves shall be considered leaves without pay.

### **Family Medical Leave**

Q.30 An Employee is entitled to a leave of absence without pay of up to twenty-eight (28) weeks or as per the Employment Standards Act, to provide care or support to an individual described in Article Q.30.1 if the qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

Q.30.1 Article Q.30 applies in respect to the following individuals:

1. the Employee's spouse;
2. a parent, step-parent or foster parent of the Employee or the Employee's spouse;
3. a child, step-child or foster child of the Employee or the Employee's spouse;

4. a child who is under legal guardianship of the Employee or the Employee's spouse;
5. a brother, step-brother, sister or step-sister of the Employee;
6. a grandparent, step-grandparent; grandchild or step-grandchild of the Employee or the Employee's spouse;
7. a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the Employee;
8. a son-in-law or daughter-in-law of the Employee or the Employee's spouse;
9. an uncle or aunt of the Employee or the Employee's spouse;
10. a nephew or niece of the Employee or the Employee's spouse;
11. the spouse of the Employee's grandchild, uncle, aunt, nephew or niece;
12. a person who considers the Employee to be like a family member, provided the prescribed conditions under the Employment Standards Act, 2000, as amended, or Regulations thereunder, if any, are met; and,
13. any individual prescribed as a family member for the purpose of this leave under the Employment Standards Act.

Q.30.2 The Employee may begin the leave no earlier than the first day of the week in which the period referred to in Article Q.30 begins.

Q.30.3 The Employee may not remain on leave under Article Q.30 after the earlier of the following dates:

1. the last day of the week in which the family member dies;
2. the last day of the week in which the period referred to in Article Q.30 ends.

Q.30.4 Notwithstanding Article Q.30, if two (2) or more Employees take leaves under Article Q.30 in respect of a particular individual, the total of the leaves taken by these Employees shall not exceed eight (8) weeks during the twenty-six (26) week period referred to in Article Q.30.

Q.30.5 An Employee may take a leave under this Article only in periods of entire weeks.

Q.30.6 Employees who wish to take leave under Article Q.30 will advise the Employer in writing using the appropriate forms. The Employee will be required to include a copy of the certificate referred to in Article Q.30 with the form. If the Employee must begin the leave before advising the Employer, the Employee shall advise the Employer of the leave verbally and in writing using the appropriate forms as soon as possible after beginning the leave.

Q.30.7 Upon the expiry of the Family Medical Leave, the Employee may request a leave of absence under Article Q.1, to cover the remaining weeks of the twenty-six (26) week period referred to in Article Q.30.

Q.30.8 An Employee may apply for more than one Family Medical Leave in respect of the same family member.

Q.30.9 In accordance with the Employment Standards Act or to a maximum of eight (8) weeks, whichever is greater, the Employer will continue to pay its share of contributions to any benefit plans in which the Employee is enrolled prior to

their commencement of Family Medical Leave, provided that the Employee continues to pay their share of such benefits if applicable.

Q.30.9.1 Benefit plans referred to in Q.30.9 applies to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and any other prescribed type of benefit plan, as applicable.

Q.30.10 The period of an Employee's Family Medical Leave is included in the calculation of their length of employment and seniority, as if it were active paid service. The period of an Employee's leave shall not be included in determining whether the Employee has completed the probationary period.

### **Return from Leaves**

Q.31 Subject to the other provisions of this Collective Agreement, an Employee returning from any leave under this Article will be returned to their position if it exists, or to a comparable position if it does not. During the period to the leave, the Employee shall be entitled to apply for any job postings, in accordance with the provisions of the Collective Agreement. This provision shall not apply if the employment of the Employee is ended solely for reasons unrelated to the leave.

### **Bereavement Leave**

Q.32 An Employee shall be granted a maximum of five (5) regularly scheduled working days, without loss of pay or benefits, in the case of the death of any member of the Employee's immediate or step-family, i.e. mother, father, sister, brother, son, daughter, wife, husband, common-law spouse, same-sex partner, guardian or parent-in-law, grandparent, grandchild, stepmother, stepfather, stepbrother, stepsister, stepchild, or any other relative who is residing in the same household. Such leave shall be granted for the purpose of attending the funeral and making the necessary arrangements in respect thereof. An Employee shall be granted one (1) regularly scheduled working day, without loss of pay or benefits, for the purpose of attending the funeral of the Employee's aunt, uncle or cousin.

Q.32.1 If during a Sick Leave an Employee is bereaved in circumstances under which the Employee would have been eligible for bereavement leave under the above clause, the Employee shall be granted bereavement leave with pay and their paid Sick Leave credits shall be reinstated.

Q.32.2 If while on Vacation an Employee is bereaved in circumstances under which the Employee would have been eligible for bereavement leave under the above clause, the Employee shall be granted bereavement leave with pay and there shall be no deduction from their vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date.

Q.32.3 Where operational requirements permit, additional unpaid time off work may be granted to a bereaved Employee, where additional time is required to permit the bereaved Employee to make appropriate travel arrangements to attend the funeral of a relative or friend as defined in Article Q.32 or where the bereaved Employee requires time to address other matters related to the estates of the deceased. Requests for such additional time off shall not be unreasonably denied.

Q.32.4 Pay for bereavement leave will be at the Employee's regular hourly rate for the relevant approved lost working time.

### **Jury Duty or Subpoena**

Q.33 The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such Employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. 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. Reimbursement under this Clause shall be restricted to a maximum of five (5) working days.

### **Voting Leave**

Q.34 An Employee who qualifies to vote in a Federal election shall be granted sufficient time off work to allow the Employee to have three (3) consecutive hours to vote while the polls are open. Employees who do not qualify will work their regularly scheduled hours.

Q.34.1 An Employee who qualifies to vote in a Provincial or Municipal election shall be granted sufficient time off work to allow the Employee to have three (3) consecutive hours to vote while the polls are open. Employees who do not qualify will work their regular scheduled hours.

Q.34.2 An Employee who exercises the right to take voting leave shall not suffer any loss of pay or other penalty for taking such leave.

Q.34.3 The Employee must inform the Employer of their voting leave requirement five (5) days before an election.

### **Religious Holy Days**

Q.35 An Employee who requires leave to observe religious Holy Days, other than the statutory holidays shall be granted time off without pay. Notwithstanding the foregoing, if an Employee has personal days or lieu time, they will be paid from their personal days or lieu time for such religious Holy Days.

### **Moving Day**

Q.36 An Employee on Seniority List A, other than student assistants, who has successfully completed their probationary period shall be allowed one (1) day leave of absence per year with pay and without loss of seniority and benefits for moving their household.

### **Emergency Closing**

Q.37 Severe weather conditions or other emergency situations may cause McMurrich School to close. Because McMurrich Sprouts is located inside the McMurrich School, if the school closes, McMurrich Sprouts closes. The decision to close the school is made by the Director of Education for the Toronto District School Board.

Under the above conditions, all Employees will be paid for their regularly scheduled hours for that day. If the TDSB and thus McMurrich Sprouts remains closed for more than one (1) working day, at the discretion of the Employee, they may use a personal or vacation day(s) to cover any remaining days of closure.

### **Acts of God**

Q.38 An Employee who is absent due to an act of God, such as broken pipes, will be paid for the day from either their personal or vacation days, at the discretion of the Employee.

### **Domestic or Sexual Violence Leave**

Q.39 An Employee who has been employed by the Employer for at least thirteen (13) consecutive weeks is entitled to a leave of absence if the Employee or a child of the Employee experiences domestic or sexual violence or the threat of domestic or sexual violence, and the leave of absence is taken for any of the following purposes:

1. to seek medical attention for the Employee or the child of the Employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
2. to obtain services from a victims' services organization for the Employee or the child of the Employee;
3. to obtain psychological or other professional counseling for the Employee or the child of the Employee;
4. to relocate temporarily or permanently;
5. to seek legal or law enforcement assistance including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence;
6. such other purposes as may be prescribed under the Employment Standards Act, 2000, as amended, or Regulations thereunder.

Q.39.1 An Employee is entitled to take, in each calendar year,

- (a) up to ten (10) individual days of leave under this Clause; and
- (b) up to fifteen (15) weeks of leave under this domestic or sexual violence leave. If an Employee takes a leave under this clause, the Employee is entitled to take the first five (5) such days as paid days of leave in each calendar year and the balance of their entitlement under this clause as unpaid leave.

### **Child Death Leave**

Q.40 An Employee who has been employed by the Employer for at least six (6) consecutive months is entitled to a leave of absence without pay of up to one hundred and four (104) weeks if a child of the Employee dies.

### **Crime-Related Child Disappearance Leave**

Q.41 An Employee who has been employed by the Employer for a least six (6) consecutive months is entitled to a leave of absence without pay of up to one hundred and four (104) weeks if a child of the Employee disappears and it is

probable, considering the circumstances, that the child disappeared as a result of a crime.

### **Organ Donor Leave**

Q.42 An Employee who has been employed by the Employer for at least thirteen (13) weeks and undergoes surgery for the purpose of organ donation is entitled to a leave of absence without pay.

Q.42.1 The Employer may require the Employee to provide a medical certificate issued by a legally qualified medical practitioner (as defined in section 49.2 of the Ontario Employment Standards Act, 2000 as amended, or Regulations thereunder) confirming that the Employee has undergone or will undergo surgery for the purpose of organ donation.

Q.42.2 The Employee is entitled to take leave for the prescribed period or, if no period is prescribed for up to thirteen (13) weeks.

Q.42.3 Nothing herein prevent an Employee who is accessing this leave from using paid leaves available under this collective agreement in lieu of taking an unpaid leave.

### **Critical Illness Leave**

#### **Critically Ill Minor Child**

Q.43 An Employee who has been employed by the Employer for at least six (6) consecutive months is entitled to a leave of absence without pay to provide care or support to a critically ill minor child who is a family member of the Employee if a qualified health practitioner issues a certificate that,

(a) states that the minor child is critically ill and requires the care and support of one or more family members; and,

(b) sets out the period during which the minor child requires the care or support.

Q.43.1 Subject to Q.43.2 an Employee is entitled to take up to thirty-seven (37) weeks of leave under this Clause to provide care or support to a critically ill minor child.

Q.43.2 If the certificate, described in Q.43 above, sets out a period of less than thirty-seven (37) weeks, the Employee is entitled to take a leave only for the number of weeks in the period specified in the certificate.

#### **Critically Ill Adult Leave**

Q.44 An Employee who has been employed by the Employer for at least six (6) consecutive months is entitled to a leave of absence without pay to provide care or support to a critically ill adult who is a family member of the Employee if a qualified health practitioner issues a certificate that,

- (a) states that the adult is critically ill and requires the care and support of one or more family members; and,
- (b) sets out the period during which the adult requires the care or support.

Q.44.1 Subject to Q.43.2 an Employee is entitled to take up to seventeen (17) weeks of leave under this Clause to provide care or support to a critically ill.

Q.44.2 If the certificate, described in Q.44 above, sets out a period of less than seventeen (17) weeks, the Employee is entitled to take a leave only for the number of weeks in the period specified in the certificate.

### **Limitations and Restrictions on Certain Leave Provisions**

Q.45 The Parties understand and agree that all of the conditions, definitions, exemptions, limitations and restrictions set out in the Employment Standards Act, 2000, as amended and in the applicable Regulations thereunder shall pertain to the leave provisions set out in Articles Q.39, Q.40, Q.41, Q.42, Q.43, and Q.44.

## **Article R – Sick Leave**

### **Amount of Paid Sick Leave**

- R.1.1
- i) An Employee on Seniority List A who has completed their probationary period shall be credited with eighteen (18) sick leave credits in January of each year, based on one and a half (1.5) days per month. Each credit is equivalent to one (1) full day of regularly scheduled hours.
  - ii) An Employee on Seniority List B, who has successfully completed their probationary period, is entitled to paid sick leave while working in a prescheduled supply assignment:
    - to cover a pregnancy leave
    - to cover a parental leave
    - to cover any approved leave of thirty (30) working days or more
    - or after working as a supply for thirty (30) consecutive working days.

These sick days will be earned on the basis of a half (0.5) day per month and will be calculated and credited to the Employee at the end of every month. These sick days may be used in accordance with Article R. Each credit shall be equivalent to one (1) full day of regularly scheduled hours. A Seniority List B Employee may only use earned sick days while on a pre-scheduled supply assignment:

- to cover a pregnancy leave
- to cover a parental leave
- to cover any approved leave of thirty (30) working days or more
- or after working as a supply for thirty (30) consecutive working days.

R.1.1.1 Notwithstanding any other provisions in this Article, student assistants on Seniority List A shall be entitled to twelve (12) days per year for use as sick leave time or personal leave, based on one (1) day per month. Each credit

shall be equivalent to one (1) full day of regularly scheduled hours. These days may not be accumulated and will be lost if the student assistant fails to use them.

R.1.2 In the first year of employment, upon completion of the probationary period, the Employee shall be credited with sick leave in accordance with the number of months remaining in the year in which the Employee was hired, based on one and a half (1.5) days per month.

R.1.3 In the event that as at the date of termination of employment, an Employee on Seniority List A has used more sick leave credits in that calendar year than the Employee otherwise would have been entitled to, based on their completed months of service in that calendar year and based on the formula of one and one half (1.5) credits per month in that calendar year, then, an appropriate deduction from final wages owing to the Employee may be made by the Employer, and this Article shall constitute a specific written authorization for such deduction for all statutory and contractual purposes. Notwithstanding the above, it is understood that an Employee terminating employment for medical reasons or a retiree who has worked more than half the year may be exempt from this provision.

#### **Sick Leave Defined**

R.2 Sick Leave means the period of time an Employee is absent from work with full pay by virtue of:

- a) a personal illness, injury or medical emergency
- b) being exposed to a contagious disease or by order of the medical health authority
- c) being under examination or treatment of a physician, chiropractor, dentist or health practitioner for a personal illness, injury or medical emergency. For clarity, this does not apply to routine "check-up" appointments
- d) an accident for which compensation is not payable under the Workplace Safety and Insurance Act, or

R.2.1 Illness, injury or medical emergency or an urgent matter that concerns any of the following individuals:

- a) spouse,
- b) parent, step-parent, or foster parent of the Employee or the Employee's spouse,
- c) a child, step-child, or foster child of the Employee or the Employee's spouse,
- d) a grandparent, step-grandparent, grandchild or step-grandchild of the Employee or the Employee's spouse,
- e) the spouse of a child of the Employee or the Employee's spouse,
- f) the brother or sister of the Employee or the Employee's spouse,
- g) a relative of the Employee or the Employee's spouse who is dependent on the Employee for care or assistance,
- h) a person with whom the Employee resides.

## **Personal Leave Days**

R.3 Employees who have successfully completed their probationary period are entitled to personal days as follows:

- (i) an Employee on Seniority List A, who has successfully completed their probationary period, is entitled to six (6) paid personal days annually. These days shall be credited on January 1<sup>st</sup> of each year. These days may not be accumulated and are lost if the Employee fails to use them. Approval for "personal" days may be granted subject to operational requirements but will not be unreasonably withheld. List A Employees may use their personal days for any purpose of their choosing, and may also use them as additional sick days, only in instances where the Employee has exhausted their sick day allotment as well as their sick day bank in accordance with Article R.
- (ii) An Employee on Seniority List B, who has successfully completed their probationary period, is entitled to one (1) paid personal day for every forty (40) days worked while on a prescheduled supply assignment:
  - to cover a pregnancy leave
  - to cover a parental leave
  - to cover any approved leave of thirty (30) working days or more
  - or after working as a supply for thirty (30) consecutive working days.

These days will be calculated and credited to the Employee at the end of every month. Approval for "personal" days may be granted subject to operational requirements but will not be unreasonably withheld. List B Employees may use their personal days for any purpose of their choosing, and may also use them as additional sick days, in accordance with Article R. Each credit shall be equivalent to one (1) full day of regularly scheduled hours.

A List B Employee may only use (a) personal day(s) while on a pre-scheduled supply assignment:

- to cover a pregnancy leave
- to cover a parental leave
- to cover any approved leave of thirty (30) working days or more
- or after working as a supply for thirty (30) consecutive working days.

R.3.1 In the first year of employment, upon completion of the probationary period, the Employee shall be credited with personal leave days in accordance with the number of months remaining in the year in which the Employee was hired, based on one quarter (0.25) a day per month.

## **Accumulation of Sick Leave**

R.4 The unused portion of an Employee's Sick Leave shall accrue to their future benefits, up to a maximum of twenty (20) days.

## **Deductions from Sick Leave**

- R.5 A deduction shall be made from accumulated Sick Leave of all regular working days, exclusive of holidays, absent for sick leave.
- R.5.1 An Employee who is absent under this provision for up to fifty percent (50%) of their regularly scheduled hours or less in a day will have one-half (1/2) credit applied against the day. If the Employee is absent for more than fifty percent (50%) of their regularly scheduled hours in a day, a full credit will be applied against that day.

## **Proof of Illness**

- R.6 An Employee may be required to produce a certificate from a medical practitioner for any absence, certifying that they were unable to carry out their duties due to medical reasons.
- R.6.1 Where an Employee is required to provide a medical certificate for an absence of three (3) or more consecutive working days, the Employee shall be required to bear the expense of obtaining such a certificate.
- R.6.2 When an Employee is required to produce a medical certificate for an absence of fewer than three (3) consecutive working days the cost of obtaining the medical certificate shall be reimbursed to the Employee. Requests for medical certificates for absences of fewer than three (3) consecutive working days will not be made indiscriminately.

## **Sick Leave during Layoff**

- R.7 When an Employee is laid off due to lack of work, they shall not receive Sick Leave credits for the period of such absence, but shall retain their accumulative credit, if any, existing at the time of such layoff.
- R.8 No Employee shall have their service terminated by virtue of having exhausted their Sick Leave credits.

## **Article S – Benefits**

### **Benefit Eligibility**

- S.1 The Employer shall provide all eligible Employees with all benefits provided in the Ontario Coalition for Better Childcare, Plan A.
- S.1.1 All Employees on Seniority List A, other than student assistants, are eligible for benefits as set out below.
- S.1.1.1 The Employer shall pay the full cost of single or family coverage, as required by the Employee, for eligible Employees who are regularly scheduled to work twenty-two (22) hours or more per week.

- S.1.1.2 Employees who are regularly scheduled to work fewer than twenty-two (22) hours per week and who opt to participate in the plan(s) shall pay one hundred percent (100%) of the premium, provided that such coverage is available under the Plan.

### **Long Term Disability**

- S.2 Eligible Seniority List A Employees, who opt for the Long Term Disability benefits, shall continue to pay one hundred percent (100%) of the premium cost plus applicable taxes thereon in respect of the Long Term Disability Insurance benefit provided in accordance with the Long Term Disability benefit as specified in the Applicable Plan.

- S.2.1 Eligible Employees who opt for the Weekly Disability Income benefit shall continue to pay one hundred percent (100%) of the premium cost plus applicable taxes thereon in respect of the Weekly Disability Income benefit provided in accordance with the Weekly Disability Income benefit as specified in the Applicable Plan. Upon ratification and/or as an Employee becomes newly eligible for benefits, the Employer will provide written information of this optional coverage to those eligible.

### **Change of Status**

- S.3 It is the responsibility of each Employee to advise the Employer in writing of any change in marital or family status and to request changes in benefit coverage.

### **Copy of Benefits Plans**

- S.4 Upon written request by the Union, the Employer will provide a copy of the master plan of all insured Employee benefits plans.

### **Continuation of Benefits during Layoff**

- S.5 Benefits coverage shall be continued for Employees eligible to receive insured Employee benefits for the first forty (40) days of layoff. Employees may then opt to continue coverage at their own expense.

### **Workplace Injuries**

- S.6 Transportation to the nearest physician or hospital for Employees requiring medical care, as a result of an accident which occurs in the course of employment, shall be at the expense of the Employer.

- S.7 Employees shall be reimbursed the costs, to a maximum of thirty dollars (\$30) for TB medical tests and/or documentation of TB test results required as a condition of continued employment.

### **Workplace Safety Insurance (WSIB)**

- S.8 Employees shall be covered by the Workplace Safety and Insurance Act.

- S.9 The Employee shall have the right to accumulate seniority for the purposes of determining the order of layoff and recall.

- S.10 The Employer shall provide written correspondence notifying the Union of a workplace related illness or injury for which a claim for Workplace Safety and Insurance Board (WSIB) benefits is made.
- S.11 The Employer agrees that an Employee who is absent from work due to a workplace related injury or illness shall be entitled to their regular wages from the day the accident occurred, for the duration of the Employee's absences from work up to a maximum of twenty-five (25) days. The Workplace Safety and Insurance Board benefit payments for this period will be reimbursed to the Employer.
- S.11.1 In the event that the Employee is not eligible for Workplace Safety and Insurance Board (WSIB) benefits, the days of absence shall be deducted from the Employee's Sick Leave credits. In the case where an Employee has insufficient Sick Leave credits, a mutually agreed upon repayment arrangement shall be negotiated.
- S.11.2 In the event that the Employee is not eligible for Workplace Safety and Insurance Board (WSIB) benefits and fails to return to work, they are indebted to the Employer for the amount received during the days of absence. The amount owing to the Employer shall be deducted first from the Employee's accumulated Sick Leave credits, and second from the Employee's accumulated vacation leave credits.

## **Article T – Paid Holidays**

- T.1 All Employees on Seniority List A shall have a day off with regularly scheduled pay on the following holidays, provided that they have worked their last scheduled shift prior to the holiday and their first scheduled shift following the holiday, unless the Employee can show reasonable cause for not working the shift:

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

and any other day declared or proclaimed as a holiday by the provincial or municipal government.

- T.1.1 When any of the paid holidays listed in T.1 falls on a Saturday or Sunday, the Employer shall designate some other day as a day off with pay for eligible Employees.
- T.2 If a public holiday falls on an Employee's non-working day, the Employer will pay the Employee their regular wages for the holiday.

### **Statutory Holidays during Vacation**

- T.3 Should a holiday as defined above fall or be observed during an Employee's vacation, the day shall be considered a paid holiday, not a vacation day.

- T.4 An Employee whose employment is terminated by the Employer at the end of the regular work day immediately preceding a holiday which is observed during the same week as the date of the termination and who otherwise would normally be eligible for the holiday, shall receive Holiday Pay in lieu of the holiday in addition to any other wages owing at the time of termination.
- T.5 All Employees on Seniority List A will continue to be paid their regularly scheduled hours for the Winter Closing. Such hours will not be deducted from vacation credits.

#### **Paid Holidays for Seniority List B Employees**

- T.6 All Employees on Seniority List B, who would otherwise have been scheduled to work, shall be paid for the holidays in accordance with T.1.

### **Article U – Vacation**

#### **Eligibility**

- U.1 The “vacation year” shall be defined as January 1 to December 1.
- U.2 Employees on Seniority List A, other than student assistants, shall receive an annual vacation with pay in accordance with their years of continuous employment, as follows:
- U.2.1 Notwithstanding U.2, student assistants on Seniority List A shall be entitled to accrue vacation time at the rate of zero point eight three three (0.833) working days for each completed month of service, in the current year, to a maximum of ten (10) working days. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee at the time the vacation is taken.
- U.2.2 Employees with less than one (1) year of service shall be entitled to accrue vacation time at the rate of zero point eight three three (0.833) working days for each completed month of service, in the current year, to a maximum of ten (10) working days. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee, at the time the vacation is taken.
- U.2.3 Employees with more than one (1) but less than two (2) years of service shall be entitled to accrue vacation time at the rate of one point two five (1.25) working days for each completed month of service, in the current year, to a maximum of fifteen (15) working days. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee at the time the vacation is taken.
- U.2.4 Employees with at least two (2) completed years of service and up to nine (9) years of service shall be entitled to accrue vacation time at the rate of one point six six (1.66) working days for each completed month of service, in the current year, to a maximum of twenty (20) working days. The pay for each vacation day will be equivalent to the pay for normal scheduled daily hours of the Employee.

U.2.5 Employees with at least nine (9) completed years of service shall be entitled to accrue vacation time at the rate of two point zero nine (2.09) working days for each completed month of service, in the current year, to a maximum of twenty-five (25) working days. The pay for each vacation day will be equivalent to the pay for normal scheduled hours of the Employee.

### **Vacation Calendar**

U.3 The Employer shall notify all Employees by October 15 that the two (2) vacation calendars for the following calendar year will be circulated, by seniority, beginning the following Monday. A calendar will be circulated for the full-time and part-time Employees and a separate calendar will be circulated for the kitchen Employees. Beginning with the most senior List A Employee, all List A Employees shall, in turn, indicate their vacation preference on their vacation scheduling calendar. Each Employee shall have three (3) days upon receipt of the calendar to submit their selection and return the calendar to the office. Subject to operational requirements, the Employer shall endeavor to grant the vacation period preferred by the Employees. Employees shall consider their vacation request confirmed when they have returned the Vacation Calendar to the office. The Employer shall make reasonable efforts to obtain the vacation preference of any Employee who is absent during this process.

U.3.1 There will be no restriction on the number of consecutive weeks that an Employee will be entitled to take from the day after Labour Day to the first week of June.

U.3.1.1 The Employer will make best efforts to ensure any Employee who wishes to take vacation in June, July and August will have access to two (2) weeks which shall be consecutive if applied for by the Employee, subject to Article U.3.2 (a). Additional vacation time may be requested by an Employee and would be considered in accordance with U.3.2 (c).

U.3.2 Notwithstanding U.3, in light of the Employer's need to ensure continuity of care, vacations shall be scheduled on the basis of the following requirements:

- a) Up to three (3) program Employees and one (1) kitchen Employee will be granted vacation at any given time; Scheduling for such will be included on the October 15<sup>th</sup> Vacation Calendar.
- b) Notwithstanding the foregoing in (a) vacation may, on request of the Employee, be granted to more than one (1) Employee in each program room at any given time.
- c) Notwithstanding U.3 and U.3.1, in unusual circumstances and where operational requirements permit, the Employer may grant:
  - i) more than two (2) consecutive vacation weeks at a time;
  - ii) vacation time to more than three (3) Employees, on one (1) kitchen Employee at one time;
  - iii) vacation time to one (1) full-time Employee per program room and one (1) part-time Employee per program room at one time.

- U.4 An Employee who has not scheduled all their vacation entitlement may, throughout the rest of the calendar year select any other dates left open.
- U.5 An Employee may carry forward a maximum of five (5) vacation days from the previous year. Days carried over from the previous year must be used within that calendar year.
- U.6 Where an Employee qualifies for sick leave with a medical certificate, 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.
- U.7 Upon termination of employment, an Employee is entitled to any accrued but unused vacation pay, in accordance with Articles U.2.1, U.2.2, U.2.3, U.2.4 and U.2.5.
- U.8 For all Employees on Seniority List B, with a period of employment of less than five (5) years, four percent (4%) vacation pay will be added to their hourly wage.
- For Employees on Seniority List B, with a period of employment of five (5) years or more, six percent (6%) vacation pay will be added to their hourly wage.
- U.8.1 An Employee on Seniority List B, who has successfully completed their probationary period, and who is covering an approved leave of three (3) months or more may request up to two (2) weeks unpaid vacation time during the leave. Approval for the unpaid vacation time may be granted subject to operational requirements but will not be unreasonably withheld.

## **Article V – Training**

### **Standard First Aid and/or CPR Training**

- V.1 The Employer will make available to all Seniority List A Employees who have completed their probationary period, the opportunity to attend a properly accredited Standard First Aid Course and a Cardio-Pulmonary Resuscitation (CPR) Course for certification or recertification. No fees shall be charged to Employees for these courses; however the time spent attending such courses shall be unpaid.

### **Employer Required Training**

- V.2 When the Employer introduces new requirements for the job and requires the Employee to take additional training, in order to carry out their required duties, the Employer will pay for such training and time spent by the Employee shall be considered as time worked.
- V.2.1 Unless required by legislation or regulation, the Employer will provide a reasonable length of time for upgrading any required change of qualifications for Employees hired prior to the signing of during the life of this Collective Agreement.
- V.3 Any time spent attending workshops, courses or programs held during an Employee's regular work hours shall be considered as time worked.

## **Professional Development**

V.4 It is the responsibility of the Executive Director to ensure that opportunities for staff development occur whenever possible. The Executive Director will promote and distribute materials pertaining to Professional Development activities to all Employees. These activities may include, without limitation, workshops, meetings, conferences, outside agency and internal centre visits, presentations, lectures, evaluation of program materials, and enrolment in early childhood education related courses.

McMurrich Sprouts will make available funds, in an amount to be approved annually, for staff development. Activities which involve registration fees and attendance at events during the work day are subject to the advance written approval by the Executive Director.

Where the Employee is required by the Employer to attend such events, or, the Executive Director otherwise authorizes the payment of professional development funds to go towards the Employee's attendance at the event, the Employer shall pay the registration fees and where such attendance is on what would otherwise be working time for the Employee, then such time shall be considered as time worked by the Employee and shall be paid.

In cases where an Employee is paid for attendance at the event, should an Employee receive an honourarium or salary that is equal to or more than the Employee's regular salary for a workshop, then the Employer will not pay them for the time off.

## **Article W – Hours of Work**

W.1 The normal days of work shall be Monday to Friday.

W.2 The normal working hours shall fall between 7:30 a.m. and 6:00 p.m. unless otherwise specified in this Collective Agreement.

W.2.1 Full-time Employees will be regularly scheduled for thirty-five (35) hours per week, in eight (8) hour shifts per day. One (1) hour of the shift will be an unpaid lunch break in accordance with W.5.

W.2.1.1 Notwithstanding the above, in accordance with Article A.11, the Parties understand that at the date of this Agreement, Employees who are regularly scheduled to work thirty (30) hours or more per week shall be grandfathered in Full-Time status. Such Full-Time Employees, who are regularly scheduled for thirty (30) hours per week, will be scheduled in six and a half (6 ½) hour shifts per day. All such Employees who work thirty (30) or more hours per week but fewer than thirty-five (35) hours per week shall have one half (1/2) hour per day of their shift as an unpaid lunch break in accordance with W.6.

W.3 The hours and days of work for each Employee shall be posted in the staff room on a monthly basis.

W.3.1 Employees shall receive one (1) calendar week advance notice, or as much notice as practicable, of a shift change.

### **Rest and Lunch Periods**

W.4 Employees will be entitled to lunch and rest periods based on hours worked per day as follows:

W.4.1 List A Employees who are regularly scheduled to work thirty (30) or thirty-five (35) hours per week shall be entitled to a paid rest period of fifteen (15) minutes in the first (1st) and second (2nd) half of their shift.

W.4.2 Employees shall remain in the building for their rest period. If mutually agreed to between the Employee and the Director, the two rest periods may be combined.

W.5 List A Employees who are regularly scheduled to work thirty-five (35) hours per week shall be entitled to an unpaid lunch break of sixty (60) minutes.

W.5.1 The Employer shall schedule lunch breaks no earlier than two (2) hours and no later than five (5) hours after the start of the shift.

W.6 List A Employees who are regularly scheduled to work thirty (30) hours per week shall be entitled to an unpaid lunch break of thirty (30) minutes. An Employee who is regularly scheduled to work thirty (30) hours may combine their two (2) fifteen (15) minute rest periods as their lunch break; such break to be paid at the regular rate of pay.

### **Running Lunch**

W.7 List A Employees, who are eligible for a sixty (60) minute lunch break may be required by the Employer to remain on site and/or work during such lunch break, and shall be paid for such time. Such Employees shall be offered running lunch duty on a rotating basis, by room. Should none of the available Employees accept the running lunch duty, it shall be assigned to the most junior staff on that sixty (60) minute lunch break.

W.7.1 Notwithstanding the above, it is understood that at no time shall an Employee be required to be on site for more than half (1/2) of their regularly scheduled lunch hour.

### **Minimum Hours**

W.8 Where an Employee, who regularly works more than three (3) hours a day, is required to report to work and works less than three (3) hours, the Employee is deemed to have worked for three (3) hours and is to be paid a minimum of three (3) hours pay.

### **Extended Time**

W.9 The Employer shall keep extended hours to a minimum. In the event that there are extended hours, the Employer shall offer such extended hours on an equitable basis to qualified Employees at the location. No Employee shall be required to work extended hours against their wishes when other Employees at the work location are available to perform the required work. Should there be no qualified employee available to do the work, the Employer may require the most junior qualified person at the location to work the extended hours.

### **Overtime Defined**

W.10 All hours in excess of thirty-five (35) hours per week worked by an Employee from Monday to Friday inclusive shall be deemed extended hours and all such hours up to forty-four (44) hours per week shall be paid at the regular hourly rate. All extended hours in excess of forty-four (44) hours per week worked by an Employee during the regular work week shall be deemed overtime hours and paid at the overtime rate.

W.11 All hours worked on a Saturday or Sunday shall be compensated at the overtime rate except the attendance at conferences, workshops and the like when required by the Employer shall not be compensated at the overtime rate.

W.11.1 Unless the above conference, workshop and the like is providing additional training that is a requirement of upgrading, the Employee shall not be required to attend.

W.11.2 There shall be no pyramiding of overtime rates.

### **Overtime Rate**

W.12 Overtime hours shall be paid for at the rate of time and one half (1.5) of the Employee's regular rate of pay.

### **Late Pick-Up**

W.13 Notwithstanding Article W.10 through W.12, any Employee caring for children past the scheduled closing time of the centre will be paid one dollar (\$1.00) per minute per child after their shift ends. The Employee will be responsible for completing the late form and information the parent of the amount of the late fee. If the late fee is outstanding for more than one (1) week, the late fee will be given to the Executive Director for collection, at which time the amount outstanding will be paid to the Employee directly.

### **Staff Meetings**

W.14 An Employee who is required to attend a staff meeting will be paid for the time spent at the meeting at the applicable rate.

### **Programming Time**

W.15 A minimum of one (1) hour per week for each program will be paid programming time and will be part of the Employees' regular scheduled hours. Programming time will be scheduled equitably, by the Executive Director or Assistant Director. For

clarity, all Articles related to programming time are applicable to ECEs on Seniority List A, Assistants on Seniority List A who are regularly scheduled to work twenty-five (25) or more hours per week and supply staff filling a temporary vacancy of more than thirty (30) consecutive working days for one of the above positions.

W.15.1 Notwithstanding the above, it is understood by the Parties that this clause applies as above, excluding the following:

- a) during the Toronto District School Board March break
- b) during the Toronto District School Board summer break
- c) on Toronto District School Board scheduled Professional Activity days
- d) on any day when classes at McMurrich Public School are closed and the school aged children are included in the full day programs at McMurrich Sprouts Daycare.

W.15.1.1 A minimum of thirty (30) minutes per week for one (1) Employee from each program will be paid programming time and will be part of the regular scheduled hours. Programming time will be scheduled equitably, by the Executive Director or the Assistant Director.

The Employer will schedule a current Employee to cover this programming time. For greater clarity, scheduling of coverage for programming time will not be subject to the requirements of Articles O, P and BB.

### **Self-Evaluation**

W.16 Employees will be paid for three (3) hours at their regularly scheduled wage for time spent on self-evaluation portfolios, if portfolios are required by the Employer. Such pay will be added to their next regular pay following the submission of the portfolio. Any costs incurred by the Employee, in preparing required documentation will be borne by the Employer.

### **Shift Exchange**

W.17 Employees working in the same program may exchange shifts on an ad hoc basis in order to accommodate personal business, providing the ratios in accordance with the Early Years Child Care Act are maintained and notice is provided to the Executive Director or Assistant Director prior to the commencement of the shift.

## **Article X – Allowances**

### **Child Care Allowance**

X.1 The Employer will provide Child Care during staff meetings for children of staff.

### **Responsibility Allowance**

X.2 An Employee assigned, promoted or reclassified to a higher paying bargaining unit position or any duties related to a higher paying position, shall be paid at the regular rate of pay for that position.

X.2.1 Where the Employer appoints a designate to cover the absence of a supervisor for a full shift, then the designate shall be paid two dollars (\$2.00) more per hour for that shift.

### **Meals**

X.3 In recognition of the supervision of children during the lunch time period, meals shall continue to be available, free of charge, to staff in attendance.

### **Split Shift Premium**

X.4 All Employees on Seniority List A and those on Seniority List B working in a temporary vacancy of more than thirty (30) continuous working days, who are regularly scheduled to work a split shift shall be paid an additional ten dollars (\$10) per week for weeks they work a split shift.

## **Article Y – Wages**

Y.1 Wages shall be paid in accordance with the Schedule of Wages shown in Appendix A.

Y.1.1 The applicable wage grid for each job classification, other than supply staff and student assistant, shall be established on the following basis:

Step 0 – a start rate

Step 1 – an hourly rate payable after an Employee completes one (1) year of service

Step 2 – an hourly rate payable after an Employee completes two (2) years of service

In all circumstances, advancement to a higher step on the grid shall only take effect commencing with the month following the month when the anniversary seniority date was attained.

Y.1.2 The hourly wages set out in Appendix A are inclusive of the annual one percent (1%) pay equity adjustment and all applicable grant monies.

Y.1.2.1 Where a supply staff fills a temporary vacancy of more than thirty (30) consecutive working days the supply staff will be paid an amount equal to Step 0 on the wage grid for the classification in lieu of the regular supply rate for the classification on Appendix A.

Y.1.2.2 Should any additional grant money be made available to McMurrich Sprouts during the term of the Collective Agreement, the Employer and the Union will meet to discuss how it will be distributed.

Y.1.3 An Employee who, as of the date of ratification, has a rate of pay which exceeds the applicable wage rate otherwise payable for their applicable

placement on the grid shall be Red-Circled. Notwithstanding Article Y.1 all Seniority List A Red-Circled Employees, except for Student Assistants, shall continue to receive their current wage rate and an annual one and a half percent (1.5%) increase to their hourly rate, which is inclusive of the annual one percent (1%) pay equity adjustment, effective January 1 of each year of this Collective Agreement, until such time as their applicable placement on the grid corresponds to or is higher than their actual wage rate. Should the Employee's applicable placement on the grid correspond to or be higher, but not be a minimum of one and a half percent (1.5%) higher than the actual Employee's wage rate, then the Employee will receive an increase which is equal to one and a half percent (1.5%) of the difference between their current rate and their new applicable rate on the grid.

Y.1.3.1 In lieu of the increases specified in Appendix A, all Employees, who are Red-Circled as at the applicable increase date, except for Student Assistants, shall receive a lump sum payment, payable in arrears within fifteen (15) working days of the end of the calendar year. This lump sum payment shall be based on the applicable rate on the grid times the hours the Employee has worked during the past calendar year. For greater clarity, a lump sum amount so generated in one calendar year shall not be carried forward to the next calendar year for any purpose whatsoever.

Y.1.3.2 Employees will move laterally on the wage grid on any date when there is a wage increase. Employee will move up a step on the grid to a higher classification rate effective the first of the month following the month when their anniversary date was attained.

Y.1.3.3 An Employee moving to a different classification will move to the appropriate classification rate and step in accordance with their seniority in the bargaining unit.

Y.2 Employee wages shall be paid bi-weekly by direct bank deposit to the Employee's personal account at a bank, trust company or credit union.

#### **Error in Pay**

Y.2.1 In the event of an error in regular pay being made by the Employer in the amount of greater than fifty dollars (\$50), correction will be made within three (3) working days after notification has been received from the Employee.

#### **Deductions from Pay**

Y.3 McMurrich Sprouts Daycare may not make deductions from wages and salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement.

Y.3.1 Notwithstanding Y.3 above, in the case of overpayment of wages, the Employer will contact the Employee and the Union to discuss a repayment plan.

## **Issuance of Record of Employment**

Y.4 The Employer will issue a Record of Employment within five (5) working days of the last day of work in accordance with the appropriate legislation.

## **Information on Pay Stubs**

Y.5 An Employee shall receive a pay stub, which shall indicate:

- a) the name of the Employer and the name and Employee number of the Employee
- b) the total hours worked during the pay period at regular time
- c) the total hours worked during the pay period at the overtime rate
- d) the hourly rate
- e) the year-to-date calculations (T4 information)
- f) details of all deductions and contributions
- g) the pay period
- h) the Employer and Employee's contributions to the cost of benefits listed in Article S where applicable, if enrolled
- i) the Employee's bank account information blanked out
- j) RRSP contributions, if applicable
- k) any grant amounts, if applicable

Y.6 At the end of each staff meeting, or at a minimum once a month, the Employer will provide Employees with a statement of their sick credits and vacation credits for the year. Such statements will show the balance of credits available, including any accrued credits.

Y.6.1 Notwithstanding the above, the Employer commits to exploring the feasibility of having the following included on the Employee's bi-weekly pay stub:

- l) balance of sick leave credits (including accrued credits)
- m) balance of vacation credits (including accrued credits)
- n) balance of Personal Leave days

The Employer will report through the Labour Management committee progress and timelines in this regard and the timelines for implementation, if feasible.

## **Article Z – Pension Plan**

Z.1 All List A Employees who have completed their probationary period and are working a minimum of thirty (30) hours per week are eligible to participate in a Registered Retirement Savings Plan sponsored by the Employer. The Employer shall make a contribution of three percent (3%) of the Employee's gross earnings.

Z.1.1 The Employer will continue to offer Employees the opportunity to invest in an RRSP through payroll deductions.

## **Article AA – Job Security**

### **Contracting Out**

AA.1 Subject to the agreement of the parties or as provided under this Agreement, no work, which is performed by the Bargaining Unit Employees, shall be contracted out if it results in the termination, layoff, or reduction of hours of work or work week of an Employee at the time of the contracting out or at any subsequent time. It is recognized that in order to maintain the rations under the Early Years Child Care Act and in the case where there is no qualified Employees available on the Supply List, the Employer may need to contract out through an external agency. Any such arrangement will be temporary, and of the shortest duration practicable.

### **Volunteers**

AA.2 Volunteers and students shall be used only to enrich programs and shall not be used in lieu of employing a bargaining unit Employee.

### **Regular Hours**

AA.3 Subject to the provisions of Article BB, it is understood that an Employee shall continue the same duties and responsibilities and shall maintain the same hours of work as at the time of ratification.

## **Article BB – Lay-off and Recall**

### **Definition of Lay-off**

BB.1 A lay-off shall be defined as a lack of work, reduction in the work force or an involuntary reduction in hours.

BB.1.1 The Employer shall provide the Employee with as much notice as possible of a lay-off. The Union will be notified in writing at the same time as the Employee. Notice of lay-off shall include the reason for the lay-off and the expected date of recall, if known.

### **Lay-off**

BB.2 In the event of a lay-off, Employees shall be laid off, by classification, in the following order:

- (1) Probationary Employees,
- (2) List B Employees, in accordance with their reverse seniority,
- (3) List A Employees, in accordance with their reverse seniority, provided that all remaining jobs shall be filled by qualified Employees in accordance with the Early Years Child Care Act.

BB.2.1 Should it become necessary for the Employer to reduce staff, the Employer shall first solicit voluntary layoffs, in accordance with seniority. Where an Employee volunteers to accept a layoff, it is the responsibility of the Employee to learn the implications under the E.I. regulations prior to the

layoff. Where an Employee volunteers to accept a layoff, the Employer will communicate to E.I. that this is a layoff under the Work Force Reduction Process. Should there be no volunteers, layoffs will occur as described in Article BB.2.

BB.3 In the event of a lay-off, affected Employees shall be laid off in the reverse order of their seniority by classification, and status, provided that the remaining jobs shall be filled, at all times, by qualified Employees in accordance with the provisions of the Early Years Child Care Act.

BB.3.1 For the purposes of Article BB, Employees who are regularly scheduled to work between thirty (30) hours per week and thirty-five (35) hours per week will be deemed to have the same status.

BB.4 When an Employee is given notice of layoff from a position, then that Employee will be transferred by the Employer to an available vacancy within the same job classification and status.

BB.4.1 Should there be no available vacancy of the same classification and status, the Employee will bump the most junior Employee within the same job classification and status.

BB.4.2 Should there be no junior Employee within the same job classification and status, the Employee may choose to:

- a) bump the most junior person in the same classification with less status, or
- b) remain on layoff until such time as they are recalled to a position of the same classification and same status.

BB.4.3 Should an Employee exercise their rights under the above BB.4.2 (a), such Employee shall remain on the recall list for a position of the same classification and status, unless the Employee waives the right to remain on the list.

BB.4.4 Should an Employee not exercise their rights under the above BB.4.2, such Employee will not be recalled to a position of lower status.

BB.4.5 When an Employee is bumped or displaced by the exercise of the rights specified under BB.4, then the Employee so bumped or displaced shall have the same rights as specified in BB.4.

#### **Recall**

BB.5 Should there be no junior Employee with a permanent position, the Employee will be placed on a Recall List and will be given the option of being placed on the Supply List, and will be given first priority by seniority for any permanent vacancies or supply work for which they are qualified, as it comes available.

BB.5.1 Should an Employee elect to be placed on the supply list under Article BB.5, the Employee will be paid at the Seniority List A rate that corresponds with the job classification, less the amount equal to the grant money.

- BB.6 An Employee on lay-off, who is recalled to an equivalent position, shall be required to report to work within one (1) week of the receipt of a registered Letter of Recall addressed to the Employee's last listed address on file with the Employer. The Employer shall notify the Employee of the Recall opportunity by telephone on or before the date of the posting of the registered letter.
- BB.6.1 An Employee on lay-off shall remain on the Recall List until they are recalled to a position of the same classification and status as the position that they were laid off from.
- BB.7 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure in accordance with Article I.

## **Article CC – General**

- CC.1 The Employer and the Union desire that every Employee be familiar with the provisions of this Agreement and their rights and obligations thereunder. Accordingly, the Parties agree to split evenly the cost of printing sufficient copies of the Agreement in bound form to be distributed to all Employees covered by this Agreement. Such copies will be printed and distributed as soon as possible and not later than sixty (60) days after the Agreement has been signed.
- CC.1.1 New Employees will be given a copy of the Agreement when they commence their employment.
- CC.1.2 The Employer will provide the Union with an electronic version of the Agreement.
- CC.2 All words in this Agreement in the singular shall, when the context so requires, include the plural.

### **Successor Rights**

- CC.3 In the event the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to discuss the retention of seniority rights for all Employees who are members of the bargaining unit with the new Employer.

### **Administering Medication**

- CC.4 Before any Employee is required to administer medication or perform any other health care procedure, the Employer will provide appropriate training to ensure that the Employee is qualified to perform the task required, in accordance with the Early Years Child Care Act. At no time will an Employee be required to train another member of the bargaining unit.

### **Field Trips**

- CC.5 The Employer will pay for any costs associated with an Employee participating in field trips.

## **Schedules and Appendices**

CC.6 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.

## **Job Descriptions**

CC.7 The Employer will provide all Employees with a copy of their job description.

CC.7.1 A copy of the job description for each bargaining unit position will be provided to the Union.

## **Personal Services**

CC.8 Employees will not be required to do personal services which are not connected to the duties of their position.

## **Early Years Child Care Act**

CC.9 The Employer will place a copy of the current Early Years Child Care Act in the staff room and it will be accessible to all Employees at all times. The Employer will notify all Employees of any changes to the Early Years Child Care Act as soon as practicable.

CC.10 All Employees must possess a current and valid First Aid Certificate and Infant/Child CPR Lifesaving Certificate in order to remain employed.

CC.11 Each Registered Early Childhood Educator is responsible for maintaining their good standing with the College of Early Childhood Educators and shall provide proof of their standing to the Employer on an annual basis. Effective January 1, 2020, upon provision of such proof the Employer will reimburse Employees on Seniority List A annually for ECE membership fees with the College. All late fees and penalties as assessed by the College are the sole responsibility of the Employee.

## **College of ECE**

CC.12 Employees have the right to refuse any directive by their Employer which violates their Professional Code of Ethics or Standards of Practice (as set out by the CECE). The Employee must advise their supervisor in writing of their refusal including the specific violations. The Employer may contact the CECE to get clarification to resolve the issue. Employees will not be subject to discipline or reprisal for the reasonable exercise of their rights under this Article.

## **Article DD – Duration and Termination**

DD.1 The term of this Agreement shall commence on the date of ratification and expires on December 31, 2021.

- DD.2 This Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.
- DD.3 Any changes to this Collective Agreement during the life thereof may only be made by mutual agreement confirmed in writing.

## **Article EE – Accommodation**

- EE.1 The Employer and the Union both recognize their obligation under the Human Rights Code to attempt to accommodate, short of undue hardship, an Employee within the bargaining unit who is incapable due to disability to perform the essential duties or meet the essential requirements of their job. It is also recognized that the Employee has an obligation to provide satisfactory medical evidence to the Employer concerning their incapability or restrictions. A request by the Employer that an Employee be examined by the Employer's doctor shall not be made unreasonably. Accommodation may include assigning the Employee to an available vacant position in the bargaining unit, without posting, provided that the Employee has the qualifications, skills and ability to perform the regular duties of the position. It is understood that such transfer shall not alter the bargaining unit seniority date of any Employee. Further, should such transfer be to a position with a lower wage, the Employee will be paid at the applicable lower rate.

### **Accommodation during Pregnancy**

- EE.2 Where working conditions may be hazardous to the unborn child or to the pregnant Employee, and where the Employee has submitted a medical note verifying the pregnancy and outlining their specific restrictions during pregnancy, the Employee shall be entitled to transfer to another position, if available, provided the Employee is capable of performing the essential duties of that position. Such transfer shall be granted without regard to seniority unless more than one (1) person is seeking transfer to the same position pursuant to this Article, in which case, seniority shall be the determining factor.

## Appendix A – Wage Grid

### Wage Grids

	Step	Current	Jan 1/19	Jan 1/20	Jan 1/21
<b>RECE</b>	0	\$ 26.22	\$ 26.82	\$ 27.42	\$ 28.02
	1	\$ 27.78	\$ 28.38	\$ 28.98	\$ 29.58
	2	\$ 29.44	\$ 30.04	\$ 30.64	\$ 31.24

<b>Assistant ECE</b>	0	\$ 17.94	\$ 19.05	\$ 20.19	\$ 21.36
	1	\$ 18.46	\$ 19.58	\$ 20.74	\$21.93
	2	\$ 19.00	\$ 20.14	\$ 21.31	\$ 22.51

<b>Cook</b>	0	\$ 19.32	\$ 20.12	\$ 20.93	\$ 21.74
	1	\$ 20.46	\$ 21.27	\$ 22.09	\$ 22.92
	2	\$ 21.68	\$ 22.50	\$ 23.33	\$ 24.17

<b>Assistant Cook</b>	0	\$ 14.06	\$ 14.66	\$ 15.26	\$ 15.86
	1	\$ 14.90	\$ 15.50	\$ 16.10	\$ 16.70
	2	\$ 15.78	\$ 16.38	\$ 16.98	\$ 17.58

<b>Student Assistant</b>		\$ 14.00	\$ 14.60	\$ 15.10	\$ 15.60
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<b>Supply ECE</b>		\$ 17.44	\$ 18.76	\$ 20.13	\$ 21.56
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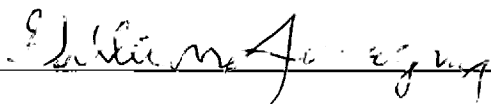
<b>Supply Assistant</b>		\$ 14.69	\$ 15.83	\$ 17.00	\$ 18.22
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**LETTERS OF UNDERSTANDING**  
**(Forming part of the Collective Agreement)**


- #1** The parties agree to begin the discussion of the use of Employer provided cell phones at the next Labour Management meeting.

In Witness Whereof each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives as of this 21 day of JANUARY, 2001

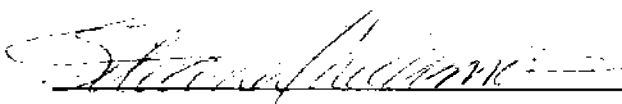
McMurrich Sprouts Daycare

  
\_\_\_\_\_

Gillian Savigny, President, Board of Directors

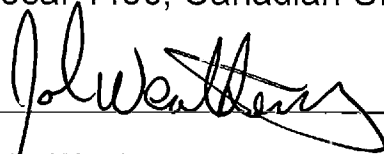
  
\_\_\_\_\_

Brenda Evans, Executive Director

  
\_\_\_\_\_

Silvana Caccamo, Assistant Director

Local 4400, Canadian Union of Public Employees

  
\_\_\_\_\_

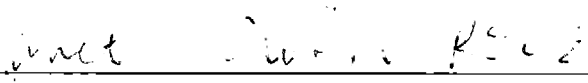
John Weatherup, President

  
\_\_\_\_\_

Terri Preston, Vice-President

  
\_\_\_\_\_

Lisa Skeete, Steward Co-Ordinator

  
\_\_\_\_\_

Janet Cioffi, Steward McMurrich Sprouts

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