

Collective Agreement

Between
Maurice Cody Child Care
And
Local 4400
Canadian Union of Public Employees

June 17, 2018 - June 16, 2022

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Article A – Definitions

- A.1 “Employer” means the Maurice Cody Child Care.
- A.2 “Union” means the 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 as 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 to Friday inclusive, excluding Holidays and days when the Centre is shut down, unless otherwise specified.
- A.6 “Spouse” includes a common-law partner of the same or opposite sex.
- A.7 “Student” means
(a) a high school student; or
(b) a college student enrolled in a recognized Early Childhood Education Program; who is placed with Maurice Cody Child Care as part of the student’s educational program, and is not paid.
- A.8 “Parties” shall be as defined in A.1 and A.2 above.
- A.9 “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 “A temporary vacancy” is a vacancy caused by an approved or authorized absence.
- A.11 A “full-time” Employee is an Employee who is regularly scheduled to work twenty-five (25) hours or more per week.
- A.12 A “part-time” Employee is an Employee who is regularly scheduled to work fewer than twenty-five (25) hours per week.”
- A.13 A “supply staff” Employee is an Employee who is on call to replace permanent full time or part time Employees in a temporary vacancy.
- A.14 A “full-care day” means a day where the school is closed and the daycare is open.

Article B – Purpose

- B.1 It is the purpose of this Agreement:
- B.1.1 To establish and maintain mutually satisfactory relations and working conditions between the Employer and the Union;
 - B.1.2 To provide prompt and equitable disposition of grievances;
 - B.1.3 To encourage efficiency in operations;
 - B.1.4 To prevent interruptions of work and interferences with the efficient running of the Employer's operation; and
 - B.1.5 To promote a co-operative and harmonious relationship between the Employer and its Employees;
- B.2 It is the further purpose of this Agreement to ensure the maintenance of high standards of care for children at Maurice Cody Child Care and promote their intellectual, physical and emotional development.

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 students, the Bookkeeper, Assistant Managers and persons above the rank of Assistant Manager and those who are employed in a confidential capacity in matters related to labour relations, in accordance with the Ontario Labour Relations Act, 1995.

Article D – Management Rights

The Union recognizes that it is the right of the Employer to exercise the generally recognized regular and customary functions of management and to direct its work force. The Employer agrees that it will not exercise its functions in a manner that is inconsistent with the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) to make, alter and enforce from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its Employees;

- (c) discipline, suspend, or discharge Employees for just cause;
- (d) select, hire, schedule, transfer, assign shifts, assign duties, promote, demote, evaluate, supervise, classify, lay-off or recall Employees;
- (e) determine job content, performance standards and quality standards;
- (f) implement changes to curriculum;
- (g) implement changes to operations due to Governmental or Regulatory decisions, directives or standards that impact the Employer's operations;
- (h) generally manage and operate Maurice Cody Child Care Centre

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 the names of all Employees from whose 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.1.2 If there is a change in dues, the Union must notify the Employer in writing 30 days in advance of the change in order for the change to take effect.
- 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 covered by this Collective Agreement, 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. All Employees hired after the date of certification, as a condition of employment, shall become and remain members in good standing 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 Article E hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- E.4 An Employee's T4 shall show the total amount of Union dues and assessments paid during the previous calendar year.
- E.5 The Employer agrees to acquaint new Employees with the fact that a Union collective 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 during unpaid time 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. The Union representative will advise an Assistant Manager or Manager at least two (2) working days prior to such meeting. In order to ensure that such meetings do not disrupt the normal operation of the day care, the Assistant Manager or Manager shall select a convenient location for such meetings to be held to the extent that a location is available.
- E.5.2 Within ten (10) working days of each new Employee's start date, a letter noting the date of hire, the full name, address and contact information of such new Employee and whether they are List A or List B will be sent to the Union's office.

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 Ontario Labour Relations Act, 1995.
- F.2 In the event of a strike by workers at an Employee's worksite, no Employee covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by the workers on strike.

Article G – Relationship

- 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 Union may meet, on the premises of the Employer, with Employees during their unpaid time. The Union will advise the Assistant Manager or Manager at least five (5) working days prior to such meeting. In order to ensure that such meetings do not disrupt the normal operation of the day care, the Assistant

Manager or Manager shall select a convenient location for such meetings to be held to the extent that a location is available. The Union shall be responsible for any extra costs associated with such meetings, including any permit costs and/or extra caretaking staff costs.

Bulletin Board

- G.2 The Employer shall provide to the Union the equivalent of half (1/2) of the existing bulletin board which is located in the den area so that all Employees will have access to it and upon which the Union shall have the sole right to post notices of meetings and other Union business. Such notices will be presented to the Employer before posting and shall have the approval of the Employer before being posted. Such approval shall not 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. The Union shall advise the Employer in writing of the name and address of the Recording Secretary or other representative 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 person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.

Employer Policies

- G.5 The Employer shall provide one (1) copy of newly approved Employer policies to the Union at the same time it is provided to Employees.

Employee Information

- G.6 Between January 1st and 15th, and July 1st and 15th each year, the Employer will forward in both written and electronic form to the Recording Secretary of the Union and the Vice-President of the bargaining unit a list showing the names, home addresses and phone numbers of Employees.

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 the Employees in the bargaining unit. No more than one (1) Steward shall be elected from any one (1) program room. If a Union Steward changes, the Union will disclose such to the Employer as soon as practicable. If as a result of a workplace restructuring or otherwise both Union Stewards are assigned to the same program room, the Union and the Employer shall use reasonable efforts to have one Union Steward transferred to another program room.
- H.3 The Employer and the Union acknowledge that the Union Stewards have regular duties to perform both as Employees and as representatives of the Union as provided for under this Agreement. One Union Steward may, with the consent of the Manager or Assistant Manager, be permitted to leave their regular duties for reasonable periods of time to perform their functions as a Union Steward. Such consent and permission is subject to operational and regulatory requirements (including the requirements of the Child Care and Early Years Act, 2014 as may be amended from time to time and the College of Early Childhood Educators), and will not be unreasonably withheld.
- H.3.1 Where a Union Steward is permitted to be temporarily absent from their regularly scheduled hours of work, under Article H.3, 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.

Negotiations Committee

- H.4 The Union will advise the Employer of the Union members of the Union Negotiations Committee and any changes within a reasonable time.
- H.5 The Union Negotiations Committee shall be composed of two (2) members of the bargaining unit and up to three (3) additional representatives of the Union.
- H.5.1 The function and purpose of the Union Negotiations Committee is to negotiate the terms and conditions of the first Collective Agreement and thereafter all successive Collective Agreements.
- H.5.2 At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by the Union Negotiations Committee. No deduction from the regular pay of the two bargaining unit

Employees on the Union Negotiations Committee will be made for attendance at such meetings with the Employer's representatives held during the Employee's regular working hours. However, the Union will reimburse the Employer for the wages of the Employees on the Union Negotiations Committee for any time spent attending negotiation meetings during regular working hours.

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 is being paid by the Employer.
- H.7 At any time, up to two (2) representatives of the Union and up to two (2) Employer representatives can meet, by mutual agreement, to discuss matters of mutual interest to the Union and the Employer and/or to resolve issues that might otherwise lead to a grievance.

Labour Management Committee

- H.8 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.8.1 The Labour Management Committee shall be equally comprised of a minimum of two (2) and up to three (3) Employer representatives and a minimum of two (2) and up to three (3) representatives who are members of the bargaining unit. Meetings will be held at mutually agreed upon times, and will normally be scheduled once every three (3) months. By mutual consent, the parties may reduce the number of meetings per year.
- H.8.2 Minutes of each meeting of the Committee shall be prepared by the Employer electronically and provided to the Union one (1) week prior to the next Committee meeting.
- H.8.3 The Committee shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting.
- H.8.4 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Labour Management meetings. The Employer will not be responsible for compensating an Employee attending a Labour Management meeting outside of their regularly scheduled hours.

Article I – Grievance Procedure

- I.1 Should a dispute arise between the Employer and an Employee, or the Union, regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, an earnest effort shall be made to settle the dispute in the manner as described in this Article.

Informal Stage

- 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 Manager or Assistant Manager the opportunity of resolving their complaint. The Employer will inform the Employee of their right to request the assistance of two (2) Union representatives. If an Employee has a complaint, they shall informally discuss it with the Manager or Assistant Manager 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 Manager or Assistant Manager shall give their response to this complaint within ten (10) working days following this discussion.

Grievance Meetings

- I.3 Unless otherwise mutually agreed, the Employer shall supply the necessary facilities for any grievance meetings.
- I.3.1 Any meetings relating to a grievance shall not interfere with the day care programming, child-staff ratios or Employees' regular duties.

Definition of Grievance

- I.3.2 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement.
- I.3.3 An Employee shall be unable to file a grievance where:
- (i) the circumstances giving rise to it occurred or originated before the date in which this Agreement is ratified
 - (ii) the Employee has not properly followed the Informal Stage in accordance with I.2.
- I.3.4 Failing a satisfactory resolution at the Informal Stage (I.2), the following steps may be invoked:

Step 1

- I.4** If the reply of the Manager or Assistant Manager at the Informal Stage (I.2) is not satisfactory to the Employee concerned, then it may be taken up as a grievance within seven (7) working days of the reply and referred to the Manager or Assistant Manager. The grievance shall be in writing and dated and signed by the Employee and/or Union Representative and shall include:
- (i) the circumstances giving rise to the grievance;
 - (ii) the remedy sought;
 - (iii) the provisions of the Agreement generally to be relied upon.

The Manager or Assistant Manager will hold a meeting with the grievor and/or up to two (2) Union Representatives, within ten (10) working days of receipt of the grievance. A representative of the Employer may attend the meeting in addition to the Manager or Assistant Manager. The Manager or Assistant Manager shall give their response to the Union in writing within ten (10) working days following the meeting.

- I.5** Notwithstanding I.2 and I.4, and subject to operational requirements, the Employer will use reasonable efforts to ensure that the same Manager or Assistant Manager, as the case may be, will not attend, or give their response to, both the Informal Stage meeting and the Step 1 meeting in respect of the same complaint / grievance. Notwithstanding I.4, in the event that the complaint is against the Manager, 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 Board of Directors in writing within seven (7) working days of the written response of the Manager or Assistant Manager. One or more members of the Board of Directors will hold a meeting with up to two (2) Union Representatives within twenty (20) working days of receipt of the grievance. The grievor may attend such meeting. The Board of Directors, or sub-committee, shall respond in writing to the grievance to the Union within ten (10) working days following the meeting.

- I.6.1** Discharge: 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 ten (10) 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.

Arbitration

1.7 Failing satisfactory resolution of the grievance at Step 2, the Union, or the Employer, in the case of an Employer's grievance, may refer the grievance to a single Arbitrator from the list specified below, at any time within twenty-one (21) working days of the written Step 2 response of the Board of Directors or sub-committee. The Parties recognize that it is desirable that the single arbitrator be selected and the hearing be scheduled as expeditiously as possible:

- Kevin Burkett
- William Kaplan
- Pam Chapman
- Chris Albertyn

When a grievance is referred to Arbitration under this provision, the referring party shall select an arbitrator from the above list in order of their appearance on the list and notify the other Party, in writing, of the choice. The Parties will rotate through the list in subsequent grievances subject to the availability of each arbitrator. If a designated arbitrator is not able to convene a hearing within six (6) months that is convenient to the Parties, the Parties shall canvass the next arbitrator on the list, and continue through the list until an arbitrator is able to convene the arbitration within six (6) months of the referral to arbitration. If none of the arbitrators on the above list are able to convene a hearing within six (6) months, the Parties shall agree upon a suitable arbitrator or apply to the Ministry of Labour.

1.7.1 Such referral shall be made in writing to the person designated by the Employer.

1.7.2 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 Ontario Labour Relations Act, 1995. In an attempt to save money to both Parties, and to maintain harmonious relations, either Party may request, and both Parties may agree to utilize a mutually agreeable mediator to mediate and/or resolve all disputes proceeding to arbitration provided such request is made before a hearing date for arbitration has been established.

1.7.3 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.

1.7.4 The decision of the single arbitrator shall be final and binding.

1.7.5 The Parties shall share equally the costs of the services of the Arbitrator and the facilities for the hearing. Each Party shall otherwise be responsible for its

own expenses. Witness fees and allowances shall be paid by the Party calling the witness.

Employer Grievance

- I.8 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 representatives of the Union shall meet with two Employer representatives within twenty (20) days after receipt of the grievance, unless such time is extended by agreement. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred to Arbitration in compliance with this Article.

Group and/or Policy Grievances

- I.9 Notwithstanding the above, the Union may present a Group Grievance and/or a Policy 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 Union, signed by a Union representative, to the person designated by the Employer.

A Group Grievance may be filed when claiming remedies on behalf of more than one Employee. A Policy Grievance may be filed when there is a difference between the Parties as to the interpretation or alleged violation of the Collective Agreement.

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 applicable provisions of this Agreement shall apply provided, however, that a Policy Grievance shall be treated as being initiated at Step 2 under this Article.

I.10 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.11 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.12 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.13 At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the Employee concerned and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, subject to operational requirements.
- I.14 Any grievance which has been disposed of under the Grievance Procedure or by an Arbitrator shall be fully and finally resolved, and binding, and shall not be made the subject of another grievance.

Time Limits

- I.15 The Parties expressly agree and acknowledge that the time limits set out in the grievance and arbitration procedure in this Article are mandatory and shall be complied with except by mutual agreement to extend them, to be confirmed in writing. No complaint or grievance can be grieved or proceed through the grievance procedure (up to and including Arbitration) unless the parties comply with the time limits set out in this Article.

Article J – Personnel Files

- J.1 Employees may, upon written request to the Manager, review their personnel file. The Employee may be accompanied by a Union Representative. Such review must be made, during normal operational hours, in the presence of the Manager or Assistant Manager at a time mutually agreed upon.
- 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 the Employee to keep the Employer informed of their current address and telephone number and such other contact information, if any, the Employee authorizes the Employer to use in order to contact them for employment related purposes. If an Employee fails to do this, the Employer will not be responsible for any failure of a notice to reach an Employee or suffer any adverse consequences under this Agreement.
- 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 person designated by the Employer 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 upon request from the

Employee and/or the Union, such notation will be removed from the Employee's file and placed in a separate file.

J.3.1 Notwithstanding clause 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 for up to five (5) years. After five (5) years the notation of discipline and, all related notations, shall be removed from the Employee's file. Once removed from the Employee's file, the notation of discipline and, all related notations shall be placed in a confidential sealed file kept in a secure place separate from the Employee's personnel file by the Employer. In addition, the existence of the sealed file shall not be referenced in the Employee's personnel file. The Employee shall be informed in writing that the file has been sealed. The names of Employees with sealed files shall be kept confidential to the Executive Director. Once placed in a sealed file, the record may not be accessed unless otherwise required by law.

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 abused 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

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 a supervisor or other Employer representative intends to interview an Employee concerning any matter that 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 interview to arrange for up to two (2) Union representatives designated by the Union, only one of whom shall be an Employee in the bargaining unit, to attend the interview. Where feasible, forty-eight (48) hours notice is to 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. There shall be at least two (2) Employer representatives present at the meeting contemplated above.

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 disability 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, RSO 1990 as amended, and the Human Rights Code RSO 1990, as amended. The Parties agree that organization and direction of the workplace in the normal course is not harassment.

Article M – Health and Safety

First Aid Kits

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

Personal Safety and Security

- M.2 The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act, RSO 1990 and the Child Care and Early Years Act, 2014 as may be amended from time to time or any other regulatory/legislative enactment or standard relating to health and safety.
- M.3 New Employees shall receive all required information, instruction, and/or training to perform the requirements of the job safely and in the best interests of Employees, the children and parents.
- M.4 In order to protect an Employee's personal safety, no Employee shall be required to work at the workplace unless a second employee is at the workplace. The Employee shall immediately notify the Manager if no other employee is at the workplace. An Employee shall not leave the workplace until child safety has been assured. An Employee who must leave work as per this

Article will be paid for their normally scheduled hours and any additional time worked, but would remain available and subject to duty for the duration of the shift.

Article N – Probationary Period

- N.1 A newly hired Employee will be considered on probation for the first sixty-five (65) days of employment. After the probationary period, the Employee's seniority shall date back to the most recent date of hire.
- N.1.1 All Employees newly hired after the date of ratification are required to serve a probationary period of sixty (60) days worked effective the first day of work.
- N.1.2 An Employee shall serve only one probationary period.
- N.1.3 Evaluation of probationary Employees shall be undertaken in a fair and equitable manner.
- N.2 The Employer, when acting in good faith, shall have the right to 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.
- 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, except as specifically set out in Article BB. If such Employee is called for supply work, all time worked as supply will be applied to the probationary period. Other entitlements specifically afforded to Seniority List A Employees will not apply to probationary Employees, except as specifically set out in Article BB.
- 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 Article O.

Article O – Seniority Provisions

- O.1 Seniority for full time and part time Employees shall be defined as the length of continuous service in the employ of the Employer and shall be used as set out in the other provisions of this Agreement. Full time and part time Employees shall be listed on Seniority List A.
- O.1.1 Seniority for Employees who do Supply and/or Seasonal work shall be defined as the length of continuous service in the employ of the Employer as a Supply or Seasonal Employee. Supply and Seasonal Employees shall be listed on Seniority List B. Except as specifically set out in Article BB, Seniority may be

exercised by Supply and Seasonal Employees only when making application for and being considered for a posted vacancy.

- 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 Except as specifically set out in Article BB, Employees will have no seniority rights during the probationary period of employment. After successful completion of the probationary period, Employees' seniority will date back to the day on which the Employee's employment began in the Bargaining Unit.
- O.2.1 Where two (2) or more Employees have the same seniority date their placement on the list will be determined by lot conducted by the Union.

Loss of Seniority/Termination

- O.3 An Employee shall lose their seniority and their employment will be terminated when they:
 - O.3.1 Are discharged for just cause and not reinstated through the grievance process;
 - O.3.2 Quit employment;
 - O.3.3 Retire;
 - O.3.4 Does not perform work in the bargaining unit for eighteen (18) consecutive months, except as provided by law;
 - O.3.5 Is absent from work for three (3) consecutive days of work without prior notification to the Employer and without reasonable excuse;
 - O.3.6 Is not recalled to work within a period of eighteen (18) months from the date of a layoff;
 - O.3.7 Fails to return to work upon conclusion of a leave of absence or vacation unless their failure to return is for reasonable cause.

Seniority Lists

- O.4 The Employer shall provide to the Union in written and electronic form, an updated seniority list on the working day falling on or immediately prior to January 15th each calendar year. The seniority list shall indicate the Employee's name, job classification, and seniority date. Lists shall be provided in order of seniority by job classification, date, and status. The Employer shall post the seniority list on the Union bulletin board in the Centre.
- 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.
- O.5 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.6 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 Manager with a copy to the Union. The Employee will have fourteen (14) days to confirm their decision. Such request shall not be unreasonably denied.

Article P – Staffing

Posting of Vacancies

Vacancy Greater Than Thirty (30) Days

- P.1 When a new position is created, or where a vacancy or temporary vacancy greater than thirty (30) working days 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 ten (10) working days. The Employer shall make reasonable efforts, to notify Employees, who are absent from work during the posting process by email or telephone text as authorized by the Employee. The Employer shall select the most qualified bargaining unit Employee 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 (2) or more applicants are relatively equal, then, seniority shall be the deciding factor with regard to the selection of the applicant.

- P.2 Notwithstanding Article P.1, preference in filling a vacancy shall be given to Employees on lay-off, in order of seniority, provided the Employee has the requisite skill, ability, proficiency, related experience and educational equivalent.
- P.2.1 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.2.1.1 Where an internal candidate is the successful applicant, the subsequent job posting to fill their position shall be posted for seven (7) working days.
- P.2.2 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."
- P.2.3 It is understood that where practicable temporary vacancies shall include an end date on the posting.
- P.3 A copy of each job posting shall be forwarded to the Recording Secretary of the Union at the time the position is posted.
- P.4 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.

Vacancy Less Than Thirty (30) Days

- P.5 In the event of a temporary absence of thirty (30) working days or less, which the Employer elects to fill, the Employer shall follow the following procedure:
- a) First, the Employer shall call qualified bargaining unit members on layoff, in accordance with Article BB, who have indicated an interest in supply work.
 - b) Second, should there be no such Employee, then the Employer shall call qualified Supply Staff.
 - c) Third, in the event that no one is immediately available from the Supply Staff, then, the Employer may, at its discretion, temporarily transfer any qualified bargaining unit Employee to fill the temporary absence.

Any such arrangement will be temporary and of the shortest duration practicable.

- P.6 Notwithstanding clause P.1 and clause P.5, if there are no qualified candidates within the bargaining unit, the new position or vacancy may be filled by a qualified applicant from outside the bargaining unit.
- P.7 The name of the successful applicant will be provided to the Union in writing at the same time the successful applicant is notified.
- P.7.1 Within fifteen (15) working days of the date of appointment to a vacant position, the name of the successful applicant will be posted on the bulletin board at the Centre.

Supply Staff

- P.8 The Employer shall maintain a central Supply Staff List by classification.
- P.8.1 The Employer shall maintain a minimum of five (5) available ECE Supply Staff who are Ministry approved ECA or ECE qualified in accordance with the Child Care and Early Years Act, 2014 as may be amended from time to time.
- P.9 It shall be the responsibility of the Manager or their designate to dispatch supply staff.

Changes in Classification

- P.10 Following ratification, the Employer shall prepare a new job description for any newly created job.

When a new job is created or established the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be effective on the day after the agreement is reached between the Employer and the Union.

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. Such request is to be in writing and approved by the Employer. Such approval shall not be unreasonably denied.

- Q.1.1 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 thirty (30) calendar days except as set out in this agreement or otherwise required under the Employment Standards Act, 2000.
- Q.1.2 Except as expressly set forth herein and subject to provincial law and/or statutes, Employees shall not be entitled to accrue vacation and sick leave credits while on an unpaid leave of absence.
- Q.1.3 For a leave of absence in excess of thirty (30) calendar days and up to a maximum period of one (1) year, the request shall be in writing and, where practicable, shall be submitted a minimum of twenty (20) working days prior to the start day of the leave. The Employer will reply in writing within ten (10) working days of the receipt of the request. It shall be the sole responsibility of the Employee to pay the full cost of any benefits which they choose to maintain

Pregnancy/Parental Leave

- Q.2 Pregnancy and parental leave shall be granted as a right in accordance with the requirements and terms of the Employment Standards Act, 2000, as amended from time to time.
- Q.3 Employees shall retain seniority, vacation and sick day credits earned to the commencement of the pregnancy or parental leave and will continue to earn seniority, vacation and sick leave credits while on these leaves. However, Employees will not earn any such credits if the period of leave is extended beyond the timelines in the Employment Standards Act, 2000, as amended from time to time.

Change of Notice to End Leave

- Q.4 An Employee who has given notice to end the leave may change the notice to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date.

Return from Leaves

- Q.5 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 of 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.6 An Employee shall be granted up to five (5) regularly scheduled working days, without loss of pay or benefits, in the case of the death and/or funeral of any member of the Employee's family, with respect to the following individuals:
- a) The Employee's spouse
 - b) A 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
 - f) The Employee's brother or sister
 - g) A relative of the Employee who is dependent on the Employee for care or assistance

Bereavement leave for other persons is subject to prior written approval of the Manager.

- Q.6.1 If, during a Sick Leave, an Employee is bereaved in circumstances under which the Employee would have been eligible for bereavement leave, the Employee shall be granted bereavement leave with pay and their paid Sick Leave credits will not be deducted. Any Sick Leave credits that have been deducted for the eligible bereavement days shall be reinstated.
- Q.6.2 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 either be added to the vacation period or reinstated for use at a later date upon notifying the Employer.
- Q.6.3 Pay for bereavement leave will be at the Employee's regular hourly rate for the relevant approved lost working time.

Jury Duty/ Witness Duty

- Q.7 In cases where an Employee is subpoenaed to appear as a witness in Court or serve on a jury on a regularly scheduled workday, and receives compensation from the Court for such service, the Employee shall be paid their full wages to a maximum of five (5) weeks pay upon payment to the Employer of the Court paid compensation.

Religious Holy Days

- Q.8 An Employee who requires leave to observe a religious Holy Day(s), other than the statutory holidays, shall be granted time off without pay. Notwithstanding the foregoing, if an Employee has personal days, lieu time, or vacation days they may opt to be paid from their personal days, lieu time or vacation days for such religious Holy Days.

Emergency Closing

- Q.9 Severe weather conditions or other emergency situations may cause Maurice Cody Public School to close. Because Maurice Cody Child Care is located inside the Maurice Cody Public School, if the school closes, Maurice Cody Child Care closes. The decision to close the school is made by the Director of Education for the Toronto District School Board. In such circumstances, all affected Employees will be paid for their regularly scheduled hours up to a maximum of two (2) working days. If the TDSB and thus Maurice Cody Child Care remains closed for more than two (2) working days, at the discretion of the Employee, they may use a personal, float or vacation day(s) to cover any remaining days of closure. Employees will not be required to remain on standby for days in excess of the initial two (2) working days.

Graduation

- Q.10 Up to one (1) day with pay may be granted by the Manager for the Employee's graduation from an accredited university or community college program.

Family Medical Leave

- Q.10 An Employee is entitled to a leave of absence without pay of up to twenty-eight (28) weeks to provide care or support to an individual described in clause Q.11 if a 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 or such shorter period as may be prescribed.
- Q.11.1 Clause Q.11 applies in respect of 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 purposes of this leave under the Employment Standards Act 2000, as amended.

- Q.11.2 For the purposes of the Article a "qualified health practitioner" means,
- (a) person who is qualified to practice as a physician under the laws of the jurisdiction in which care or treatment is provided to the individual describe in clause Q.11.1 above
 - (b) a registered nurse who holds an extended certificate of registration and the Nursing Act, 1991 or an individual who has an equivalent qualification under the laws of the jurisdiction in which care or treatment is provided to the individual described in clause Q 11.1 above, or
 - (c) in the prescribed circumstances, a member of a prescribed class of health practitioners
- Q.11.3 The Employee may begin a leave under clause Q.11 no earlier than the first day of the week in which the period referred to in Q.11 begins.
- Q.11.4 The Employee may not remain on leave under clause Q.11 after the earlier of the following dates:
1. the last day of the week in which the individual referred to in Q.11.1 dies; or,
 2. the last day of the fifty-two (52) week period starting on the first day of the week in which the period referred to in clause Q.11 begins.
- Q.11.5 Notwithstanding clause Q.11, if two (2) or more Employees take leaves under clause Q.11 in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight (28) weeks during the fifty-two (52) week period referred to in clause Q.11 that applies to the first certificate issued in accordance with clause Q.11.

Domestic or Sexual Violence Leave

- Q.12 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 victim 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.12.1 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.13 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 that Employee dies.

Crime-Related Child Disappearance Leave

- Q.14 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 that the Employee disappears and it is probable, considering the circumstances, that the child disappeared as a result of a crime.

Organ Donor Leave

- Q.15 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.15.1 The Employer may require the Employee to provide a certificate issued by a legally qualified medical practitioner confirming that the Employee has undergone or will undergo surgery for the purpose of organ donation as defined in section 49.2 of the Employment Standards Act, 2000 as amended, or Regulations thereunder
- Q.15.2 The Employee is entitled to take leave for the prescribed period or, if no period is prescribed for up to thirteen (13) weeks.
- Q.15.3 Nothing herein prevents 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.16 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.16.1 Subject to Q.16.2 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.16.2 If the certificate, described in Q.16 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.
- Q.16.3 For the purposes of Clause Q.16 a "critically ill minor child" means a child whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.

Critically Ill Adult Leave

- Q.17 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 or support of one or more family members; and,
 - b) sets out the period during which the adult requires the care or support.
- Q.17.1 Subject to clause Q.17 above, 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 adult.
- Q.17.2 If the certificate, described in clause Q.17 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.

Leaves of Absence for Full-time Union Duties

- Q.18 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 shall be renewed each year on request during their term of office. In the event the leave is for a period of greater than one year, the classroom assignment in effect prior to the leave will not be guaranteed. In no event can more than one (1) Employee be on such leave at any one time.
- Q.18.1 In addition, Local 4400 may request full-time leave of absence without salary and benefits but without loss of seniority for Employees for full-time positions with Local 4400 for twelve (12) months or for special assignments. The Union shall apply to the Employer not less than 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.18.2 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 on not less than three (3) weeks written notice to the Employer where practicable. Such leaves shall be without salary and benefits and without loss of seniority. Requests for such leaves may be subject to operational requirements but will not be unreasonably withheld. No more than one (1) Employee will be on leave at one time under this clause.

Q.18.3 During any leave under this section, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and Local 4400 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 sick leave. For the purpose of the Collective Agreement, such leaves shall be considered leaves without pay.

Leaves of Absence for Union Conventions and Seminars

Q.19 Upon written request by the Union, the Employer will grant leaves of absence without pay or loss of seniority for up to two (2) Employees named in such request to attend conventions or seminars, schools and conferences of the Union. Where practicable the Union will not give 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. The cumulative total for such leave of absence in any contract year shall not exceed twenty (20) working days.

Q.19.1 During any leave for 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 Employees credited with sick leave during such leave, the Union will reimburse the Employer the sick leave. For the purposes of the Collective Agreement, such leaves shall be considered leaves without pay.

Article R – Sick Leave

Amount of Paid Sick Leave

R.1 All permanent, full-time Employees are entitled to eighteen (18) sick day credits per year earned at a rate of one and a half (1.5) days per month worked, which will be credited in January of each year. Permanent part-time Employees are entitled to a pro-rated number of sick days according to the number of scheduled hours of work. Sick day credits are applied against an Employee's authorized absence from work due to illness, disability, vacation or in situations where an Employee is off work and in receipt of worker's compensation benefits.

R.1.1 Each credit is equivalent to one (1) full day of regularly scheduled hours.

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.

Sick Day Credit Repayment

- R.1.3 In the event that on the date of a voluntary termination of employment an Employee on Seniority List A has used more sick leave credits in that calendar year than the Employee would otherwise have earned, as outlined in clause R.1 of this agreement, based on their completed months of service in that calendar year an appropriate deduction from their final wages shall may be made by the Employer. This clause shall constitute a specific written authorization for such deduction for all statutory and contractual purposes. Notwithstanding the above, it is understood that an Employee voluntarily terminating employment for medical reasons or an Employee who has worked more than eight (8) months will 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) a direction from a physician, chiropractor, dentist, or other health practitioner to refrain from going to work;
 - c) being under examination or treatment of a physician, chiropractor, dentist, or health practitioner;
 - d) an accident for which compensation is not payable under the Workplace Safety Insurance Act, SO 1997; or
 - e) order of the medical health authorities (e.g. quarantine)
- R.2.1 Sick Leave also means the period of time an Employee is absent from work with full pay by virtue of illness, injury or medical emergency or an urgent medical matter that concerns:
- a) The Employee's spouse
 - b) A 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
 - f) The Employee's brother or sister
 - g) A relative of the Employee who is dependent on the Employee for care or assistance

Personal Leave Days

- R.3 An Employee on Seniority List A, who has successfully completed their probationary period, is entitled to three (3) personal days annually. These days shall be credited on January 1st 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.
- 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 a quarter (.25) day per month.

Accumulation of Sick Leave

- R.4 Sick Leave may be accumulated from one (1) calendar year to the next, to a maximum of eighty-five (85) sick days. Upon termination of employment, unused sick days have no monetary value and an Employee will not be paid any amounts for unused sick days.

Deductions from Sick Leave

- R.5 An Employee who is absent under this provision for a full day will have one (1) sick leave credit deducted. An Employee who is absent under this provision for less than a full day, will have one (1) prorated sick leave credit deducted. The proration will be based on the Employee's regularly scheduled hours for that day.

Required Notice in the Event of Sick Leave

- R.6 Employees shall report to the Manager, in the event of an illness which will result in absence from work, as soon as practicable. Employees will make all reasonable efforts to comply with the Employer's "call-in" procedure as may be established by the Employer from time to time.

Proof of Illness/ Medical Certificate

- R.7 An Employee may be required to produce a medical certificate certifying that they were unable to carry out his/her duties due to a medical reason(s).

At the discretion of the Manager, before returning to work after a sick leave lasting more than three (3) days, the Employee may be requested to provide a medical certificate confirming that they may return to work under full duties. If the Employee must return to work with modified duties, the medical certificate must identify the necessary modifications/ accommodations and for what period of time the modifications/ accommodations must be in place.

Notwithstanding the above, an Employee will not be required to provide a medical certificate for absences due to illness of three (3) days or less.

Medical Exam

- R.8 Subject to article EE.1, the Employer may require Employees to attend to a medical examination: (a) where there are reasonable grounds to believe that the Employee is abusing the sick leave plan; (b) to substantiate an illness; (c) for safety reasons; (d) for the purposes of accommodating the Employee's illness or disability; or (e) for any other reason permitted by law.
- R.9 Employees required to attend a medical examination by the Employer will be granted a leave of absence without loss of pay for such attendance provided the Employee attends the medical examination during their regularly scheduled working hours. The Employer agrees to pay any physician fees for medical examinations or certificates which are not payable under the terms of the group insurance plan and which were requested by the Employer.

Sick Leave during Layoff

- R.10 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.

Advance of Sick Leave

- R.11 Should an Employee who is not entitled to benefits under Article S.1 wish an advance of sick time; they must apply to the Manager in writing. The following conditions will apply to any advance of sick time:
- a) Eligibility will commence when all accumulated sick days and vacation have been used.
 - b) If approved, sick days may only be advanced from the following calendar year up to a maximum of eight (8) sick days.
 - c) The Employee will reimburse the Employer should the Employee leave the organization before earning the advanced sick days.
 - d) A current medical note is required for any absence of more than three (3) consecutive working days, stating the specific anticipated time period the patient will be absent due to a medical condition;
 - e) This provision does not apply to Employees on their probationary period.

Article S – Benefits

Benefits Eligibility

- S.1 Seniority List A Employees regularly scheduled to work twenty (20) hours or more per week shall be provided with group insurance benefits through the Ontario Coalition for Better Child Care Member Group Insurance Plan, Plan B taxable with Short Term Disability Insurance benefits, effective January 1, 2015, and as may be amended from time to time by the benefit carrier and subject to the benefit carrier's terms, conditions and eligibility requirements. Notwithstanding the above, the Employer and the Union may agree to find comparable coverage through a different carrier or insurance plan should they both desire to do so.
- S.2 Effective the first pay period following ratification, the Employer shall pay one hundred percent (100%) of the premium costs plus applicable taxes thereon in respect of single or family coverage and the Long Term and Short-Term Disability Insurance benefit provided in accordance with the applicable plan as required by the benefit carrier.

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 benefits.

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.

Benefits during Layoff and Unpaid Leaves of Absence

- S.5 Benefits coverage shall be continued for Employee eligible to receive Employee benefits for the first forty (40) days of layoff. Premium costs plus applicable taxes thereon shall be paid for by the Employer and the Employee in accordance with the cost allocation set out in Article S.2. Thereafter, Employees may opt to continue coverage at their own expense or by way of reimbursement to the Employer for payments on their behalf, pursuant to the terms of the benefits plan.

In order to maintain continued benefits coverage during an unpaid leave of absence, unless otherwise covered by statute or language in this collective agreement, an Employee must pay all premiums directly to the insurance carrier or by way of reimbursement to the Employer for payments on their behalf, pursuant to the terms of the benefits plan.

An Employee must confirm in writing to the Manager, a repayment plan for premiums paid on behalf of the Employee.

Workplace Safety Insurance (WSIB)

- S.6 Employees shall be covered by the Workplace Safety and Insurance Act, S.O.1997.
- S.7 The Employee shall have the right to accumulate seniority for the purposes of determining the order of layoff and recall.
- S.8 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.9 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 absence 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.9.1 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.9.2 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.
- S.10 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, if not covered by the Group Insurance Plan.
- S.11 Employees shall be reimbursed the costs, for TB medical tests and/or documentation of TB test results required as a condition of continued employment.

EI Rebate:

S.12 In consideration of the provision of the Employee benefits package, the Union, on behalf of the Employees, releases the Employer from any obligation it might have hereafter to pay to Employees an employment insurance commission rebate available because of the existence of a wage loss plan (Sick Leave plan) Such rebate shall be used by the Employer to defray the costs of this section.

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:

New Year's Day	Family Day
Good Friday	Easter Monday
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 government.

Easter Monday will be considered a floating holiday. Employees will be scheduled to work according to the number of children attending for that day. Employees who are scheduled to work will receive a day off with regularly scheduled pay on another date. Such day off shall be taken no later than one (1) year following the Easter Monday on which such Employee was scheduled to work.

- T.1.1 When any of the paid holidays listed in clause 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 the Employer elects to close Maurice Cody Child Care for an additional day immediately prior to or immediately following a statutory holiday, the Employer will pay all Employees for their regularly scheduled hours.
- T.2.1 When December twenty-fourth (24th) falls on a week day, at the Manager's discretion, Employees may be released early provided operational requirements are met.

Statutory Holidays during Vacation

T.3 Should a holiday as defined in Article T.1 fall or be observed during an Employee's vacation, the day shall be considered a paid holiday, not a vacation day.

Paid Holidays for Seniority List B Employees

T.4 All Employees on Seniority List B shall receive public holiday pay in accordance with the Employment Standards Act, 2000.

Article U – Vacation

Eligibility

- U.1 The “vacation year” shall be defined as January 1 to December 31.
- U.2 Employees on Seniority List A shall receive an annual vacation with pay in accordance with their years of continuous employment, as follows:
- U.2.1 Employees with 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 the normal scheduled daily hours of the Employee at the time the vacation is taken.
- U.2.2 Employees with more than two (2) completed 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.

Scheduling

- U.3 Scheduling of vacations shall occur as follows:
- a) By the third Monday of November of each year, Employees shall submit a written request for vacation for the following calendar year.
 - b) Upon the Manager receiving the Employees' vacation requests, as outlined in the process defined in U.4.1, by the third Monday of November for the following calendar year, the Manager will review the requests and confirm approval of the vacation schedule for the following calendar year to the Employees by the fourth Friday of November.
 - c) Should two (2) or more Employees wish to take vacation on the same day, and operational requirements would not allow those two (2) Employees to be on vacation at the same time, the Manager will schedule the vacation for the Employee(s) with the highest seniority.

- d) Requests for vacation during the Winter Holiday period will be processed in the same manner as other requests for vacation and/or personal leave days. Confirmation of the leave will be given by the Manager to the Employee as soon as practicable, and in any case, no later than three (3) weeks prior to the winter closing.
- e) If following the Manager's fourth Friday of November decision, an Employee has vacation days to schedule, the Manager will endeavour to grant the vacation period preferred by the Employee, subject to operational requirements. The Employer will notify Employees if their vacation request can be approved or not within two (2) weeks of their written request.
- f) Notwithstanding sub-articles (a) to (d) above, if an Employee is assigned to a program division subject to seasonal or periodic closure, such Employee must take their vacation during such closure. Any such Employee, who is eligible for more vacation than the time afforded by the closure(s), may request to take the additional vacation time throughout the year, pursuant to clauses (a) to (e) above.
- g) Notwithstanding clause U.3(f) above, if the Employer determines, in its sole discretion, to run a program during a time period when such program has been subject to seasonal or periodic closure then in each year that such program is run the hours of work shall first be offered to List A Employees who would have been subject to compulsory vacation pursuant to clause U.3 (f) by seniority. Such List A Employees will be given the vacation scheduling calendar and will select other dates available for their vacation. Such approval will be subject to operational requirements, but will not be unreasonably withheld.

U.4 Any Employee who has not scheduled all their vacation entitlement pursuant to Article U.3 may throughout the rest of the calendar year select any other dates available, provided such Employee provides the Manager with at least seven (7) working days' prior notice and provided the Manager approves. In exceptional circumstances, the Manager may grant requests with less notice.

Vacation Calendar

U.4.1 On the third Monday of September, the Employer shall provide to Seniority List A Employees, in order of seniority, a vacation calendar (one (1) for school age and one (1) for Kindergarten Employees) for the following calendar year. All List A Employees shall, in turn, indicate their vacation preference on the appropriate 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 Program Manager.

Employee requests to change their submission will only be accepted after the least senior has submitted their request. The Employer shall make reasonable efforts to obtain the vacation preference of any Employee who is absent during this process. Subject to operational requirements, the Employer shall endeavour to grant the vacation period preferred by the Employee. It is further agreed that no more than one (1) staff per room may be off on vacation at any given time. It is understood that once an Employee's vacation schedule has been approved it cannot be altered without the permission of the Employee.

- U.4.2 Employees are encouraged to take vacation days as complete weeks. During the summer months an Employee may schedule no more than five (5) days as individual vacation days.
- 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 under Article R during their vacation or bereavement, and provides a medical certificate to the Employer, there shall be no deduction from vacation and/or bereavement credits for such sick leave. Instead, the Employee shall use any accrued sick leave credits. The period of vacation and/or bereavement leave so displaced shall either be added to the respective leave; or reinstated for use at a later date in accordance with Article U or Article Q.6, respectively.
- U.7 Upon termination of employment, an Employee is entitled to any accrued but unused vacation pay. Should an Employee quit, be terminated or laid off after having used more than their vacation entitlement in the current vacation pay year, then, a prorated deduction from final wages owing to the Employee shall be made by the Employer. Notwithstanding the foregoing, it is understood that an Employee terminating employment for medical reasons will be exempt from this provision.
- U.8 For all Employees on Seniority List B, with less than five (5) years seniority, four percent (4%) vacation pay will be added to their hourly wage. For Employees on Seniority List B with five (5) or more years seniority, six percent (6%) vacation pay will be added to their hourly rate.
- U.9 Vacation credits continue to be earned during an Employee's authorized absence from work due to illness, vacation, pregnancy/parental leave or receipt of worker's compensation benefits.
- U.10 Only in exceptional circumstances, can more than forty per cent (40%) of Employees per division be scheduled for vacation at the same time.

Article V – Training

Standard First Aid and/or CPR Training

- V.1 The Employer will make available to all 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. Employees will be paid at the appropriate hourly rate for time spent attending the above courses.
- i) The Employer will schedule such training and provide a minimum of thirty (30) days' notice for this required training. Upon completion of their probationary period, a probationary Employee who attended such training will be paid for their participation in the training.
 - ii) In exceptional circumstances, where an Employee is unable to attend the scheduled training, the Employer shall pre-approve the Employee's attendance at a properly accredited Standard First Aid and CPR course. Such Employee will be required to show proof of successful completion of the training course.
 - iii) An Employee whose CPR-C and Standard First Aid Training has lapsed and/or expired is not in compliance with the CCEYA and as such are not permitted to attend work until such time as they can provide proof of certification. In this occurrence an Employee will be placed on an unpaid Leave of Absence for up to thirty (30) calendar days. Such leave will not exceed the length of time required by the Employee to complete the training.
 - iv) In exceptional circumstances, the Executive Director may extend the unpaid Leave of absence.

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 or 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. With the prior approval of the Manager, any time spent attending workshops, courses or programs held during an Employee's unscheduled hours shall be considered as time worked. Time spent attending workshops, courses or programs that are not legally required training will not be subject to overtime pay.

Professional Development

- V.4. All Employees are encouraged to participate in two (2) Professional Development activities per year. These activities may include, without limitation, workshops, conferences, outside agency and internal centre visits, presentations, lectures, evaluation of program materials, and enrolment in early childhood education related courses. Activities which involve registration fees and the attendance at events during the work day are subject to the advance written approval of the Manager. Where an Employee is authorized to attend such events, then, 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.
- V.4.1 The Manager will promote and distribute materials pertaining to workshops, conferences, seminars, and reading material to all Employees. These materials will be posted, when they become available, in the staff room/area. Employees are encouraged to seek out materials in order to enhance their job skills, program and centre.

Article W – Hours of Work

- W.1 The normal days of work shall be Monday to Friday.
- W.2 The Employer's normal hours of operation shall fall between 7:00 a.m. and 6:00p.m. The Manager shall schedule an Employee's shift during such hours of operation unless otherwise specified in this Collective Agreement.
- W.3 Notwithstanding clause W.2, the hours of operation as required by the Toronto District School Board for the Before and After Care of the Full Day Kindergarten shall fall between 7:00 a.m. and 6:00 p.m. and can only be changed by mutual consent of the Union and the Employer.
- W.3.1 At no time will an Employee be required to work a shift with more than one split. For clarity, a shift is not split by a one (1) hour unpaid lunch period in accordance with clause W.6 or a paid rest period of fifteen (15) minutes in accordance with clause(s) W.5.1 and/or W.5.1.1.

W.3.1.1 Notwithstanding the above and subject to Article P, the Employer may schedule up to a maximum of two (2) full time shifts with two (2) splits worked by no more than two (2) Employees, provided that such posting does not result in the layoff of any Employee. Such shifts will not exceed a ten (10) hour spread.

W.4 The hours and days of work for each Employee shall be posted in the staff room/area on a monthly basis, subject to change consistent with operational requirements.

Rest and Lunch Periods

W.5 Employees will be entitled to an uninterrupted unpaid eating period free from all work duties, of at least thirty (30) minutes per day of lunch, and a rest period based on hours worked per day as follows:

W.5.1 Seniority List A Employees or their long term List B replacement who are regularly scheduled to work seven (7) hours or more in a day shall be entitled to a paid rest period of fifteen (15) minutes, to be scheduled by the Manager.

W.5.1.1 Seniority List B Employees who are scheduled to work seven (7) or more hours in a day shall be entitled to a paid rest period of fifteen (15) minutes to be scheduled by the Manager.

W.5.2 Employees shall remain in the building for their rest period.

Running Lunch

W.6 On full-care days, Employees who work seven (7) or more hours in a day shall be entitled to an unpaid lunch break of sixty (60) minutes.

W.6.1 The Employer shall schedule lunch breaks no earlier than two (2) hours and no later than five (5) hours from the start of the shift.

W.7 Seniority 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, Employees shall not be required to be on duty for more than half (1/2) of their regularly scheduled lunch hour, with the exception of attending staff meetings and field trips.

W.7.1.1 Providing operational requirements are met, upon returning from a field trip, Employees on the early shifts shall remain on duty while Employees on the late shifts take a half (1/2) hour lunch break. When the Employees on the late shifts return from their break, the Employees on the early shifts shall be allowed to end their work day half (1/2) an hour early. All Employees scheduled for that day will be paid the appropriate rate of pay for their half (1/2) hour running lunch.

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. No Employee shall be required to work extended hours against their wishes when other Employees 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 to work the extended hours.

Overtime Defined

W.10 All hours in excess of forty-four (44) hours per week worked by an Employee shall be deemed overtime hours and paid at the overtime rate.

Overtime Rate

W.11 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.12 An Employee who is required to care for a child/children past the scheduled closing time of the centre will be paid a late pick-up fee of one dollar (\$1.00) per minute per child per Employee after their shift ends. The Employee will be responsible for completing the late form and informing 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 Manager for collection, at which time the amount outstanding will be paid to the Employee directly.

Staff Meetings

- W.13 All Employees will be notified of all staff meetings. With the exception of emergency meetings, three (3) days' notice will be given. 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.14 Except for full-care days, a minimum of one (1) hour per day for all full time Employees will be paid programming time and will be part of the regular scheduled hours. Programming time will be scheduled equitably by the Employer, and for this purpose the Employer may average out programming time over the week.

Self-Evaluation

- W.15 Employee self-evaluations will be completed during Programming Time. Receipted costs up to maximum of twenty-five dollars (\$25.00) incurred will be reimbursed.

Shift Exchange

- W.16 Employees may exchange shifts on an ad hoc basis in order to accommodate personal business, providing that ratios in accordance with the Child Care and Early Years Act, 2014, are maintained and notice is provided to the Manager or Assistant Manager prior to the commencement of the shift and the Manager or Assistant Manager agrees. Approval will not be unreasonably denied.

Article X – Allowances

Meals

- X.1 At any time during which the Employer provides a lunch program that includes the provision of food and supervision of children, in recognition of the supervision of children during the lunch time period, meals equivalent to the children's meals shall be available, free of charge, to staff in attendance.

Early Leave – Full-Care Days

- X.2 Providing operational requirements are met, one (1) Seniority List A Employee per division, on a rotating basis, will be eligible to leave one (1) hour early at the end of their work day on full-care days when they occur on a Friday and provided that any such Employee is not on a field trip that day. Employees leaving early that day will be required to work the opening shift and to work through their lunch break.

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 is set out in Appendix A as follows:
- a) Effective June 17, 2018, a flat rate increase of \$.70 per hour will be applied to all steps on the wage grid. Such increase will be retroactive for all Employees on staff at the last date of ratification, or on approved leave of absence, in each case prorated according to the time worked and/or paid since June 17, 2018.
 - b) Effective June 17, 2019, a wage increase of 2%
 - c) Effective June 17, 2020, a wage increase of 2%
 - d) Effective June 17, 2021, a wage increase of 2%
 - e) Upon ratification the rate of the Office Coordinator shall be adjusted to \$26.55 per hour
 - f) Upon ratification the Supply ECEs and Supply ECAs will receive a two dollar (\$2) an hour wage adjustment
- Y.1.2 The applicable wage grid for Seniority List A Employees shall be established on the following basis:
- Step 0**
Starting rate up to an Employee's completion of one (1) year of service
- Step 1**
An hourly rate payable after an Employee completes one (1) year of service, up to an Employee's completion of three (3) years of service
- Step 2**
An hourly rate payable after an Employee completes three (3) 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 requirement for the next step on the grid was attained.
- Y.1.3 The hourly wages set out in Appendix A are inclusive of any pay equity adjustment and all applicable grant monies and wage subsidies.
- Y.1.3.1 Where a Supply Staff fills a temporary vacancy of more than five (5) consecutive working days the Supply Staff will be paid an amount equal to Step 0 on the wage grid for the appropriate classification in lieu of their regular rate on the Appendix A-Wage Grid.

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 underpayment for regularly scheduled hours for a Seniority List A Employee in an amount of greater than fifty dollars (\$50.00), the correction will be made within three (3) working days after notification has been received from the Employee. In the event of an error in pay for hours not regularly scheduled, the correction will be made on the next pay period, after notification has been received from the Employee.

Deductions from Pay

Y.3 The Employer 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 meet with the Employee and the Union to agree on a repayment plan that is acceptable to all parties.

Information on Pay Stubs

Y.4 An Employee shall receive a pay stub, which shall indicate, and only to the extent applicable;

- a) the name of the Employee and the Employer
- b) the total hours worked each day during the pay period at regular time
- c) the total hours worked at the overtime rate
- d) the hourly rate
- e) the year to-date calculations (T4 information)
- f) the amount of pay in lieu of paid vacation
- g) details of all deductions and contributions
- h) the amount of traveling and other allowances
- i) pay period
- j) balance of sick credits / vacation credits / floating holiday credit(s)

- k) Employer and Employee's contribution to the cost of benefits listed in Article S, if enrolled
- l) the amount of pay in lieu of paid holidays

Y.4.1 The Employee's bank account information will not show on the pay stub.

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 ratios under the Child Care and Early Years Act, 2014, and in the case where there is no qualified Employee 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.

AA.3 Notwithstanding the above, a Manager or Assistant Manager may perform bargaining unit work, as an ancillary or incidental part of their duties in managing the day care.

Article BB – Lay-off and Recall

Qualified Employee

BB.1 For the purposes of this Article, a "qualified" Employee means an Employee who has the qualifications, skill and ability to perform the normal requirements of the job and is otherwise eligible and qualified pursuant to the Child Care and Early Years Act, 2014 as may be amended from time to time and any other applicable legislation or regulatory requirements.

Lay-off

BB.2 A lay-off shall be defined as a lack of work, reduction in the work force or an involuntary reduction in hours. Within the school year, the Employer shall endeavor to fill vacancies by calling eligible families on the wait list in order to prevent a layoff(s) while maintaining the financial viability of the centre.

BB.2.1 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.

BB.3 In the event of a lay-off, first consideration will be given, by seniority, to Employees who volunteer for lay-off. If applicable, the Employer will communicate to E.I. that this is a layoff under the Workforce Reduction Process. Should there be no Employees who volunteer for lay-off; affected Employees shall be laid off by affected classification (e.g. ECE or Assistant ECE) in the following order, provided that the remaining Employees are qualified.

- First, probationary Employees in the affected classification will be laid off in reverse order of seniority.
- Second, Employees on Seniority List B in the affected classification will be laid-off; after all probationary Employees in the affected classifications have been laid-off, in reverse order of seniority.
- Third, Employees on Seniority List A in the affected classification will be laid-off after all probationary Employees and Employees on Seniority List B in the affected classifications have been laid-off, in reverse order of seniority.

Recall

BB.4 Employees shall be recalled in the reverse order of layoff, described in clause BB.3, provided they are qualified. If there are no Employees who accept recall under this section, the Employer shall be able to hire from outside the bargaining unit to fill any available position.

BB.5 Subject to Article O.3.6, 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 they were laid off from.

BB.5.1 An Employee on lay-off shall remain on the Recall List until they are called to a position of the same classification and status as the position they were laid off from.

BB.6 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure in accordance with Article I.

New Employees

- BB.7 New Employees shall not be hired until those laid off have been offered recall and have not accepted the recall within seven (7) days of being informed by the Employer, provided they have the qualifications, skill and ability to perform the normal requirements of the job and are otherwise eligible and qualified pursuant to the Child Care and Early Years Act, 2014 and any other applicable legislation or regulatory requirement.

Article CC- General

- CC.1 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer will provide, at its expense, and on a one-time basis, copies of the Collective Agreement to Employees.
- 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 and ten (10) additional copies of the Collective Agreement in booklet form.
- CC.2 All words in this Agreement in the singular shall, when the context so requires, include the plural. The Union and the Employer shall ensure that the final draft of the Collective Agreement shall use language that is gender neutral.

Administering Medication

- CC.3 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 Child Care and Early Years Act, 2014. At no time will an Employee be required to train another member of the bargaining unit.

Field Trips

- CC.4 The Employer will pay for any costs associated with an Employee participating in field trips.

Schedules and Appendices

- CC.5 Unless otherwise specified, schedules, appendices and letters of intent/ understanding attached to this agreement form part of the Collective Agreement.

CC.6 The Employer will provide all Employees with a copy of their job description.

CC.6.1 A copy of the job description for each bargaining unit position will be provided to the Union.

Legal Indemnity

CC.7 The Employer agrees to carry general liability insurance coverage which is standard for the child-care industry.

Employees may be entitled to benefits under the terms and conditions of said insurance policy with respect to the carrying out of their employment duties in the normal course.

Child Care and Early Years Act

CC.8 The Employer will place a copy of the current Child and Early Years Act, 2014 as may be amended from time to time in the staff room/area and it will be accessible to all Employees at all times. The Employer will notify all Employees of any changes to the Child Care and Early Years Act, 2014 as may be amended from time to time as soon as practicable.

Bargaining Unit Work

CC.9 Persons whose jobs are not in the bargaining unit, including the Manager or Assistant Manager, shall not work in any jobs which are included in the bargaining unit except:

- (i) in cases of emergency; or
- (ii) as an ancillary or incidental part of their duties in managing the day care; or
- (iii) other circumstances mutually agreed upon by the parties.

This section does not apply to students who shall be able to perform bargaining unit work.

Classroom Re-Assignment

CC.10 The Employer may re-assign or transfer Employees temporarily to different groups of children, to meet operational needs without loss of pay. Such temporary assignment or transfer shall not exceed twenty (20) consecutive working days. No Employee will be temporarily transferred for more than twenty (20) consecutive working days more than once in a twelve (12) month period. The Employer will undertake to provide as much notice of such re-assignment or transfer as is reasonable in the circumstances.

Compliance with Licensing/Regulatory Requirements

- CC.11 The Employer and the Union acknowledge that the Employer, the Union and employees must comply with all applicable legislative and regulatory requirements, including but not limited to, the licensing, staff-ratio and other requirements of the Child Care and Early Years Act, 2014 as may be amended from time to time, Ministry of Education requirements, the operating criteria of the Children's Services Division, Community Neighbourhood Services of the City of Toronto and the Toronto District School Board, and the directives and regulations of the Toronto Public Health and the Toronto Fire Services. Nothing in this Agreement is to be construed as affecting the parties' ability to comply with these requirements.

College of ECE Annual Membership

- CC.12 All ECE Employees must be members in good standing of the College of Early Childhood Education (the "College"). The Employer will reimburse Employees 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.

Union Activity

- CC.13 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.

Miscellaneous

- CC.14 No provisions of this Agreement shall have any effect prior to the date hereof unless otherwise specifically stated herein.
- CC.15 The Employer will continue to provide reasonable access to the City of Toronto Resource Consultant assigned to the centre pending consent from the child's legal guardian, as may be requested by an Employee to support the Employee working with a specific child.

College of ECE

- CC.16 Where a vacancy occurs because the College of Early Childhood Educators has suspended the license of an ECE Employee, the Daycare shall refrain from posting a regular position to replace the suspended Employee during the one (1) year period following the date of the Employee's suspension by the College of Early Childhood Educators.

Should an Employee be denied license or suspended, by the College of the ECE, the Employee shall continue to work at the Centre at their rate but may be transferred to work in a room where the Child Care and Early Years Act,2014 (CCEYA) ratio permits until such time as they are admitted to the College or exhaust the appeals process. This individual is placed in order to meet ratios and is not an extra staff.

After exhausting the appeals process, should an Employee fail to receive a license or be suspended, the Employee shall have the right to exercise their seniority and transfer to a lower classification. Should there be no position available, they shall be placed on layoff. Once the Employee has met the requirements for license they shall be returned to their former position.

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 who exercise their rights under this Article shall not be disciplined.

Article DD – Duration and Termination

- DD.1 The term of this Agreement shall commence on the date of ratification and terminate and expire at midnight on June 16th, 2022.
- DD.1.1 Subject to the provisions of Article Y, the Employer shall pay new prospective wage rates as specified in Appendix A effective in the first full pay period commencing on and after the first working day following the date of ratification.
- DD.2 After expiry, 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, RSO 1990 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

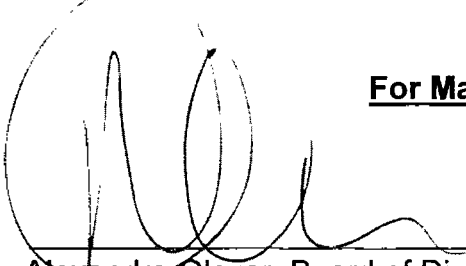
EE.2 Where working conditions may be hazardous to the unborn child or to the pregnant Employee, and where the Employee has submitted a medical note verifying the pregnancy and outlining her specific restrictions during pregnancy, the Employee shall be entitled to transfer to another position, if available, 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 a transfer to the same position pursuant to this article, in which case, seniority shall be the determining factor.

IN WITNESS WHEREOF, the parties hereto have caused this Collective Agreement to be executed by their duly authorized officers and representatives as of the day and year written below.

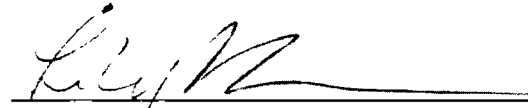
Signed this

_____ day of _____ at Toronto, Ontario

For Maurice Cody Child Care



Alexandra Glover, Board of Directors

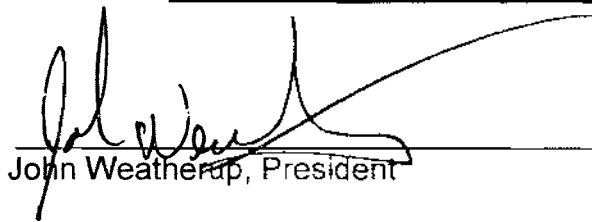


Lily Eaton, Board of Directors



Kim Stevenson, Executive Director

For Local 4400, Canadian Union of Public Employees



John Weatherup, President



Terri Preston, Vice-President, Unit B

CUPE Local 4400 Negotiations Team

Lisa Skeete
Sandra Ali
Maureen Littlewood

APPENDIX "A" - WAGE SCHEDULE

Appendix A - Wage Grid

POSITION	Currently	Retro .70C		2%	2%	2%
	17-Jun-17	17-Jun-18	Ratification	17-Jun-19	17-Jun-20	17-Jun-21
	\$	\$	\$	\$	\$	\$
List A						
ECE	24.19	24.89	-	25.39	25.90	26.42
	25.14	25.84	-	26.36	26.89	27.43
	27.30	28.00	-	28.56	29.13	29.71
NON ECE	22.06	22.76	-	23.22	23.68	24.16
	22.91	23.61	-	24.08	24.56	25.05
	24.79	25.49	-	26.00	26.52	27.05
OFFICE CO-ORDINATOR	24.79	25.49	\$26.55	27.08	27.62	28.17
List B						
Supply ECE	18.79	19.49	\$21.49	21.92	22.36	22.81
Supply Non ECE	16.97	17.67	\$19.67	20.06	20.46	20.87

Schedule A

Letters of Understanding

And

Letters of Intent

June 17th, 2018 – June 16th, 2022

Shared Space Meetings

The Employer will make best efforts to re-introduce Shared Space meetings with the School Staff and Leadership to facilitate the sharing of classrooms. With the agreement of the school, such meetings may be scheduled up to three (3) times per year. If such a meeting is scheduled outside of working hours, it will be considered unpaid time.

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