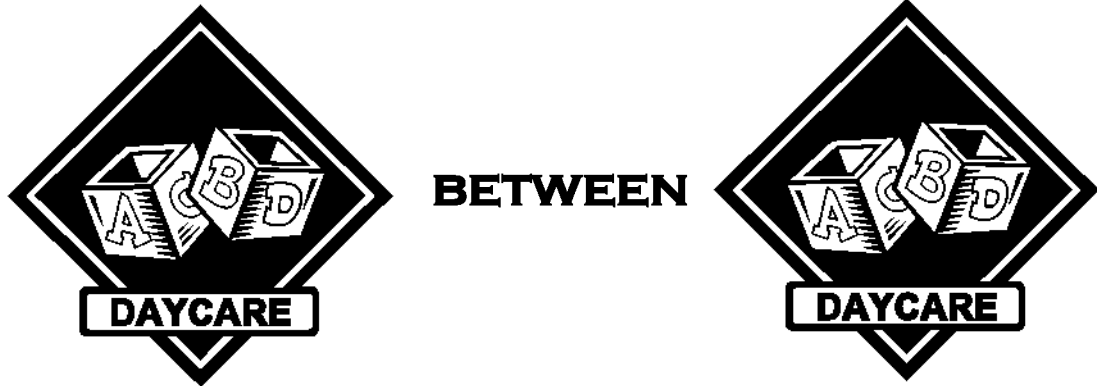


COLLECTIVE AGREEMENT



BETWEEN

CENTRO-CLINTON DAY CARE CENTRE

(HEREINAFTER CALLED THE "EMPLOYER")

PARTY OF THE FIRST PART

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2484-03**

(HEREINAFTER CALLED THE "UNION")

PARTY OF THE SECOND PART



Term:

January 1, 2021 - December 31, 2024

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ARTICLE 1 - PREAMBLE

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

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- 3) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 4) to maintain a high standard of care for children and promote their intellectual, physical and emotional development;
- 5) to encourage and promote co-operation and mutual support between day care workers and the Employer;
- 6) to encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.
- 7) it is the intention of the Board of Directors to maintain a competitive package of salaries and benefits for its employees. Grants will be applied to achieve parity with Metro Day Care salaries.
- 8) The Employer recognizes the value and importance of the designation of "Registered Early Childhood Educator" and respect the Code of Ethics, Standards and/or Guidelines for conduct established by the College of Early Childhood Educators. In that regard, the Employer will not require any RECE to act in contravention of the College's Code of Ethics and Standards of Practice.

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct its working forces, subject to the terms of this Agreement. The Employer will exercise these rights in a manner that is non-arbitrary and non-discriminatory.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2484 as the sole and exclusive collective bargaining agent for all of its employees, save and except supervisor and persons above the rank of supervisor, and hereby agrees to negotiate with the Union in respect to terms and conditions of employment.

3.02 Work of the Bargaining Unit

Persons (other than supervisor) whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties. The Director may perform bargaining unit work in emergency situations when ratios could not otherwise be met.

3.03 Bargaining Unit Employees

This Collective Agreement is fully applicable to all employees, unless otherwise specified.

3.04 Definition of Employees

- a) The term "full-time" employee, when used in this Agreement, shall mean an employee who regularly works twenty-four (24) hours or more per week.
 - b) The term "part-time" employee, when used in this Agreement, shall mean an employee who regularly works less than twenty-four (24) hours per week.
 - c) The term "temporary employee", when used in this Agreement, shall mean an employee who is employed for a specified period of time to, for example, replace an employee who is ill, or on maternity leave.
 - d) An Assistant Cook who works in the kitchen seventeen (17½) hours and a half per week or less when the Centre is at full enrolment.
 - e) Cooks are full time employees who prepare snacks and lunch for the centre.
 - f) A Lead Teacher who assumes designate duties replaces the Supervisor while one of the supervisors is on holidays, illness, or other short-term leave, works in the office when necessary and is in charge when the Supervisor is absent from the Centre.

The lead teacher shall receive a supplement of two dollars (\$2.00) per hour while performing these duties.
 - g) Non-ECE program staff are employees who assist in implementing the program. Non-ECE program staff will be scheduled not less than three (3) hours in the afternoon daily, or full-time on PA days and school breaks.
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- h) Non-ECE part time staff, which may include students, are employees that work at the beginning and end of the day (assist in covering breaks, staff operations, cleaning and meeting ratios a.m. or p.m. as needed).
- i) Casual employees are employees who are not regularly scheduled and will be offered work/hours for unscheduled and unforeseen hours/work.

3.05 No Other Agreements

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

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01** There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 5 - NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practices with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, or any other factor protected by law, family relationship to adult working at the centre, place or residence, nor by reason of her membership or non-membership in the Union, but nothing in this clause shall prevent the Employer from refusing to hire any parent or child currently attending the programs. The employer also agrees that there will be no personal harassment of any kind allowed against staff by Management or parents, and the Union recognizes that proper management and employees including discipline, does not constitute harassment.

- 5.02** The daycare agrees to abide by all governing legislation relating to the relationship between an employee and employer.
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ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union no later than the fifth day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

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

ARTICLE 7 - ACQUAINTING POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the article dealing with the deduction of Union dues.

7.02 Interviewing Opportunity

Each new employee shall be given an opportunity to be interviewed by the Union steward (or by a representative of the Union) within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first two (2) weeks of employment. The purpose of this interview is to acquaint the new employee with the benefits and duties of union membership.

ARTICLE 8 - CORRESPONDENCE

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

A copy of any correspondence between the Employer, or her/his designate, and any employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Secretary of the Union or her/his designate.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel.

9.02 Union Bargaining Committee

The Union will advise the Employer of the Union members of the bargaining team.

9.03 Function of Bargaining Team

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

9.04 Representative of Canadian Union

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

9.05 Meeting of Team

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

9.06 Time Off for Meetings

While meetings will normally be held outside of working hours, any representative of the Union or the bargaining team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration and at a time mutually agreeable to both parties.

ARTICLE 10 - RESOLUTIONS & REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

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

10.02 Copies of Resolutions

- a) Copies of all proposed or adopted motions, briefs, resolutions, bylaws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees which affect the members of this Union and/or the general provision of day care received by either party shall be maintained in an open file to which the employees have access.
- b) Within twenty (20) days of a request by the Union, the Employer shall make available to the Union such of the following general, factual and non-confidential information as is in the sole custody and control of the Employer: budgets and audited financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, information pertaining to benefit plans and pay equity, a breakdown of point ratings in job evaluation, and such information as the daycare's membership are entitled to receive in the normal course of events.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union stewards. The steward shall assist any employee which the steward represents, in preparing and presenting her/his grievance in accordance with the grievance procedure.

The Steward may request that the Employer assist with obtaining a permit from the Toronto District School Board to enable the Union to schedule a meeting after a staff meeting, or at another time. If such a request is made, the Employer will assist.

11.02 The Union shall notify the Employer in writing of the name of such steward or stewards.

11.03 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed full-time by the Employer and that she/he will not leave her/his work during working hours except to perform her/his duties under this Agreement. Therefore, no steward shall leave her/his work without previously notifying in writing, her/his supervisor. Time for steward duties shall be granted within the next working day.

11.04 Definition of a Grievance

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

11.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

Before a complaint is reduced to a written grievance, the employee shall first discuss it with her/his immediate supervisor. Failing settlement of the matter, the following grievance procedure shall apply:

Step 1

The aggrieved employee(s) will submit the grievance to her/his steward. If the employee(s) steward is absent, she/he may submit their grievance to the alternate steward. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2

If the steward considers the grievance to be justified, she/he will request a meeting where the Grievor and steward will seek to settle the dispute with the Director, the Coordinator or Supervisor of the Day Care Centre.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Steward will submit a written statement of the particulars of the grievance and the redress sought to the owner and/or Board of the Day Care Centre. The owner and/or the Board shall render its decision within fifteen

(15) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration. While awaiting hearing, a meeting shall be scheduled between the Board of Directors and the Union to discuss the grievance. This meeting will be held no later than ten (10) days after a request has been submitted.

11.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 2 of this Article may be by-passed.

11.07 Grievance on Health and Safety

An employee or a group of employees who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance in the 3rd step of the grievance procedure for preferred handling.

11.08 Replies in Writing

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

11.09 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meeting.

11.10 Mutually Agreed Changes

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

11.11 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection.

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the agreement, indicating the names of its nominee to an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then

meet to select an impartial chairperson.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson with seven (7) days of their appointment, the appointment shall be made by the Ministry of Labour upon request of either party.

12.03 Board Procedure

The Board shall determine its own procedure but, shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. If there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decisions

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

12.06 Single Arbitrator

A single Arbitrator may be requested by either the Employer or the Union and will be subject to mutual agreement.

In this case the party electing arbitration shall submit the names of at least one (1) or more Arbitrators to the other party in the letter proceeding to arbitration. If the parties are not able to agree on the choice of an Arbitrator after twenty (20) days' the appointment shall be made by the Ministry of Labour upon the request of either party.

The single Arbitrator shall have the same powers as the Board.

12.07 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints;
- 2) One-half (1/2) of the fees and expenses of the chairperson.

12.08 Amending of Time Limits

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

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**13.01 Discipline & Discharge Procedure**

- a) An employee may be dismissed or suspended, but only for just cause and only upon the authority of the Board of Directors. When an employee is discharged, suspended, or disciplined for situations other than those covered in subsection b) she/he shall be given the reason in the presence of her/his steward or other member of the Union executive. Such employee and the Union shall be advised promptly in writing by the Board of Directors of the reason for such discharge, suspension or discipline.
- b) Whenever the Employer or his authorized agent deem it necessary to discipline an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring her/his work up to a required standard by a given date, the Employer will present the discipline in written form to the employee, and the Employer shall give written particulars of such discipline to the Union Steward within ten (10) working days.

13.02 Principle of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed her/his probationary period, and which may result in the suspension or discharge of the employee, the following procedure shall be followed. The employer agrees to employ progressive disciplinary procedures as appropriate (verbal warnings, written warnings, suspensions and termination) where there is just cause.

13.03 May Omit Grievance Steps

A claim by an employee that she/he has been wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 - Grievance Procedure.

Such grievance shall be filed at Step 3, within five (5) working days after receipt of notice referred to above.

13.04 Progressive Discipline

Where an employee places a child at risk or in danger, the Employer has the right to apply disciplinary action by by-passing the progressive disciplinary procedure.

a) Warning

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the employer will present the censure in written form to the employee. The Employer shall forward copies of such censure to the President of the Union and the Union Steward.

b) Adverse Report and Other Disciplinary Actions

The employee shall be notified in writing of the action and/or penalty to be imposed as a result of a disciplinary action. A copy of the Employer's notice shall be sent to the President of the Local and the Union Steward. If the disciplinary action results in the discharge of the employee, the employee shall be suspended with full pay and benefits, until the issue is resolved through the grievance or arbitration procedure. The Union and Employer agree to utilize a mediator to attempt to resolve the dismissal within three weeks of the termination.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

c) Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee. Prior acts of the same nature resulting discipline that are still on file at the time of the disciplinary action may only be used to support just cause.

d) Disciplinary Interviews

Where an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request the presence of

his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason therefore.

13.05 Access to Personnel File

The Employer shall maintain a personnel file for each member of the bargaining unit. Upon request, the employee may review her personnel file. Complaints, letters of warning, letters of reprimand and letters of discipline and any documents related to a serious occurrence, or another discipline issue shall be removed from the file after-eighteen (18) clear months and shall not be used to advance discipline.

13.06 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle struck work arising out of labour disputes. Failure to cross such a picket line or handle struck goods by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. An employee who is absent by reason of refusal to cross a picket line shall not be paid.

13.07 Political Action

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

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

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

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Day Care Centre in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of three (3) continuous

months from the date of hiring. Work performance shall be reviewed at the 'end of each month of the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, disability, accident, maternity leave, or approved leave of absence.

ARTICLE 15 - PROMOTIONS & STAFF CHANGES

15.01 Job Postings

- a) When a vacancy occurs, or a new position is created within the bargaining unit, covered by this Agreement, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of one week so that all members will know about the vacancy or new position.
- b) Permanent employees who are on an approved leave of absence shall be sent a posting by mail or fax, on the same day that notice is posted in the workplace. The Employer shall make reasonable efforts to contact qualified casual staff regarding postings and may request the assistance of the shop steward. The Employer shall make reasonable efforts to fill the new position as soon as possible. It is understood that the Employer may fill the job on a temporary basis.

15.02 Information in Postings

Such notice shall contain the following information - Nature of position, qualifications, required knowledge and education, skills, shift, and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to male and female applicants".

15.03 Union Preference

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

15.04 Transfers

The Transfer of employees from one group of children to another shall occur only where the Employer is required to meet accommodation needs, or where two (2) or

more employees have requested such transfers. When changes in the organization require a reorganization of staff earlier, the parties will determine by mutual agreement how the transfer will occur. Transfer will be decided in a fair and reasonable manner. No employee shall be transferred to work with a group when the employee provides a medical note advising against the move, unless necessary modifications can be provided to avoid injury.

15.05 Job Postings

In the case of any job postings, where more than one internal candidate meets the necessary requirements of the job posting, and skill and ability are relatively equal, seniority shall govern.

ARTICLE 16 - LAYOFF AND RECALLS

16.01 Definition of Layoff

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

16.02 Role of Seniority in Layoffs

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

Where senior qualified employees do not accept layoff, employees shall be laid off in the reverse order of their seniority, always provided that the remaining jobs shall continue to be filled with qualified RECE's in accordance with the Day Nurseries Act.

16.03 Recall Procedure

Employees shall be recalled in order of their seniority except where a senior employee opts not to accept a recall for which a junior employee, qualified in accordance with the standards for Day Nurseries Act, if required, is available.

16.04 No New Employees

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

16.05 Advance Notice of Layoff

- a) Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off (15) fifteen working days prior to the effective date of layoff. If the employee has not had the opportunity to work
-

the days as provided in this Article, she/he shall be paid for the days for which work was not made available.

- b) In the event of a closure, the Employer shall notify the Union and the employees as far in advance as is possible and shall pay severance to each employee of one (1) week per year of service, up to a maximum of ten (10) weeks.

ARTICLE 17 - HOURS OF WORK

17.01 Regular Daily Hours

The regular daily hours of work shall be seven (7) hours per day.

17.02 Regular Weekly Hours

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

17.03 Lunch Break

There shall be one (1) hour unpaid lunch break every working day.

17.04 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place on a monthly basis.

17.05 Paid Rest Periods

All employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their shift. Employees shall remain on the premises for the duration of their rest period and shall separate themselves from the children (e.g.: use the staff room, be outdoors; but on the property).

17.06 Late Policy

Employees may need to stay after their shifts when parents are late to pick up their children.

Late closing shall be in a designated room by two (2) RECE staff. All RECE staff who regularly work with the late child(ren) shall meet in the designated late closing room. If more than two staff are affected, the RECE staff will decide amongst themselves who will stay.

There shall be a two-dollar (\$2.00) per child per minute late fee shared by the two (2) RECE staff. The fee is collected by the Employer and paid to staff by cheque.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked before or after the regular work day, shall be considered overtime.

Parent meetings or committee meetings, and one (1) hour or less per week for staff meetings, shall be excluded from coverage of this clause.

Meetings with families arranged by the supervisor held after or before the regular shifts are not considered overtime. Employees will be compensated by time off in lieu of time spent.

18.02 Overtime Rate

Overtime work shall be paid for at the rate of time and one-half (1½).

18.03 Minimum Overtime

The Employer shall keep overtime to a minimum. No employee shall be required to work overtime against her wishes when other employees are available to perform the required work.

18.04 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and the supervisor.

18.05 Approval of Overtime

Claims for overtime hours will only be paid if prior approval by the employee's supervisor has been received.

Where the employer has at least six (6) hours' notice of an employee's absence or whenever there is a need for additional staff hours to cover classrooms, the staff who is regularly working in that classroom shall be offered such additional hours. If regular classroom staff is unable to work then employees shall be offered such additional hours on the basis of seniority. Employees must have the qualifications to perform the work as required by the DNA.

18.06 Offering of Work

Where the Employer has at least six (6) hours' notice of an employee's absence or whenever there is a need for additional staff hours to cover classrooms, the employee(s) who is/are regularly working in that classroom shall be offered such additional hours, provided that it will not result in overtime hours.

If regular classroom staff are unable to work, then remaining full-time and part-time bargaining unit employees shall be offered such additional hours on the basis of seniority, provided that such assignment will not result in overtime. Employees must have the qualifications to perform the work as required by the *Child Care and Early Years Act, 2014*.

If the Employer is still unable to fill the work/hours, then the available work/hours will be offered to casual employees on the following basis, provided always that the employee can work the entire shift being offered:

- i) To RECE casual employees in order of greatest seniority;
- ii) To NON RECE casual employees in order of greatest seniority (with the understanding that the Employer would need to meet the requirements of the *Child Care and Early Years Act, 2014*)

In addition to the limitations in Article 3.02, it is understood that no work/hours will be contracted out for any reason, until the work/hours has/have been offered to all bargaining unit employees in accordance with the above procedure, even if there is less than six (6) hours' notice.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

The Employer will review the possibility of closing at 1:00 P.M. on Christmas and New Year's Eve, without loss of pay for employees, no later than November of each year, and shall communicate their decision to staff by mid-November.

Any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal government.

Staff will be entitled to have their Birthday off with pay.

The Employer agrees that it will abide by the terms of the Memorandum of Agreement, dated November 9, 2021, regarding the Paid Holiday, September 30, National Day for Truth and Reconciliation.

19.02 Compensation for Holiday on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, one other day, mutually agreed upon by the individual employee and the supervisor shall be arranged as off with pay.

ARTICLE 20 - VACATIONS

20.01 It is understood and agreed to by both parties to this Agreement that the vacation entitlements shall be calculated on an annual basis from each individual employee's anniversary date.

It is further agreed that employees shall be allowed, wherever possible, to anticipate and use their holiday time during the course of the year. Should an employee, who has anticipated and used their allotted vacation time, cease employment prior to completing the full years' service required for their allotment, the employee shall be responsible for repayment of unearned vacation days. The centre may, if necessary, retain funds equal to the overpayment from any monies owed to the employee.

The employer shall re-calculate the vacation allotments for each staff member to coincide with the understanding outlined above and shall give each staff member a written record of their vacation entitlement/bank.

20.02 Should an employee cease employment with the Centre prior to completing a given year of service, they shall be entitled to a pro-rated allotment of their vacation days for the year. If the employee has used more vacation than that to which they are entitled at the time of the cessation of employment, the excess vacation will be deducted from the employee's final pay.

a) An employee shall receive an annual vacation with pay in accordance with her years of employment as follows:

Less than one (1) year	One (1) day for each month/maximum of ten (10) days
One (1) year, up to five (5) years	Fifteen (15) working days
Five (5) year, up to thirteen (13) years	Twenty (20) working days
Thirteen (13) years or more	Twenty-five (25) working days

- b) Part time ECE's program employees' vacation will be prorated according to their hours of work.
- c) Casual and non ECE part-time employees shall receive vacation pay as follows:

Less than one (1) year	Four percent (4%)
One (1) year or more	Six percent (6%)

20.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on or is observed during an employee's vacation period, she/he shall be allowed an additional vacation day with pay immediately following or prior to the holiday period.

20.04 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.

20.05 Preference in Vacations

Every effort will be made, subject to the requirements of the daycare, to allow employees to take earned vacation at a time of their choice. In order to ensure consistency in care and programming in each classroom, only one permanent staff can be on vacation at a time. In the case of conflict between two or more staff or in cases where employee preference cannot be accommodated, vacation shall be assigned on the basis of seniority. Vacation requests for the months of July and August must be made to the Supervisor, in writing on or before May 15th. All other vacation requests must be made to the Supervisor a minimum of two weeks prior to the time requested. The employer reserves the right to limit the number of employees on vacation at the same time. The employer will not unreasonably deny vacation requests.

- 20.06** Employees may request to carry over up to one (1) weeks' (five [5] days) vacation to the next year for extraordinary circumstances (e.g.: honeymoon trip). Such requests will be considered by the Employer in the context of the circumstances being requested and with respect to operational needs.

20.07 Illness during Vacations

When an employee or their family member becomes ill while on vacation, the employee may have their vacation days switched to sick days. The employee shall produce a medical note confirming illness. In order to apply this provision in the

event of a family member illness, the employee must meet the requirements of 21.04

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, and/or under the care of a physician, chiropractor or dentist. Employees may also use sick time to book regular medical and dental appointments. Sick Leave is separate and apart from any leave entitlements employees may have under the *Employment Standards Act, 2000* (or any successor legislation).

21.02 Amount of Paid Sick Leave

- a) Sick Leave shall be granted on the basis of fifteen (15) days per year effective January 1st, 2014, sixteen (16) days per year effective January 1st, 2015 and thereafter for full-time permanent employees. Probationary employees are not entitled to sick days.

Sick Leave shall be credited to each employee on January 1st, of each year. In the case of new employees, on completion of the probationary period, sick leave credits shall be pro-rated for that calendar year.

- b) Part-time staff shall be granted a maximum of four (4) sick days per year. A day is defined as the length of time worked on a normal work day between September and June.

21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave may be carried over to the next year for his/her future benefits to a maximum of sixty (60) days in any one (1) year.

21.04 Illness in the Family

Where no one at home other than the employee can provide for the needs during illness of a member of her/his immediate family (as defined in Article 22.02), an employee shall be entitled, after notifying her/his supervisor, to use sick leave days for this purpose. A medical certificate in accordance with 21.05 will be provided by the employee.

21.05 Proof of Illness

- a) An employee shall be required to produce a certificate from a medical practitioner for an illness in excess of four (4) working days certifying that she/he is unable to carry out her/his duties due to illness.
- b) Where an employee has called in sick before and/or after a long weekend at least once in a calendar year without voluntarily providing proof of illness, the Employer may notify the employee that the employee shall be required to produce a certificate certifying that she/he is unable to carry on duties due to illness from a medical practitioner for any future illness where one (1) or more of the sick days is before and/or after a long weekend.

21.06 Sick Leave During Layoff

When an employee is laid off on account of work, she/he shall not receive sick leave credits for the period of such absence, but shall retain her/his cumulative credit, if any, existing at the time of such layoff

21.07 Workers Compensation Pay

All employees shall be covered by the Workplace Safety and Insurance Act, 1997.

21.08 Personal Needs Days

An employee may use six (6) of the credited sick days as time off with pay for personal needs if the employee so wishes. Part time staff may use three (3) of the credited sick leave days. The Supervisor should be given as much notice as possible of the intent to use Personal Needs Days and every effort should be made to accommodate the staffing needs of the Centre.

21.09 Call-in time for Sick Leave

An employee who is ill will contact the Employer on the following basis:

The Employer will advise employees who is the contact person for calling to advise of illness – either the Director or the Supervisor weekly, unless there is an unexpected absence of the Director or Supervisor, and the Employer will advise employees if there is a change as soon as possible.

An employee who is ill will contact Management by telephone or text as soon as possible. If contacting Management in the evening, there shall be no contact later than 8:00 pm.

For all shifts before 8:00 am, the employee must contact Management between 5:00 am and 5:30 am, unless the employee has confirmed their illness with Management the night before.

For all other shifts, the employee must contact Management at least three (3) hours before the start of her/his shift.

There will be mutual acknowledgement of the communication.

Examples of where an employee may not be able to meet these requirements include when they are ill or injured in a manner that they are not able to contact the Employer, recognizing that in most instances, employees will be able to meet the communication requirements.

ARTICLE 22 - LEAVE OF ABSENCE

Preamble

Unless otherwise stated or modified in this agreement, Employees are entitled to all leave under and in accordance with the relevant provisions of the *Employment Standards Act, 2000*, as amended from time to time.

22.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This clause shall apply for a maximum of one (1) person and to a maximum of five (5) days.

22.02 Paid Bereavement Leave

An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death of a parent, wife/husband, common-law spouse, brother, sister, or child.

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits in the case of death of a mother-in-law, father-in-law, grandparent, grandchild, former guardian, ward, fiancé(e), or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. The Employer may request reasonable proof of such circumstances.

Where the funeral (or similar service) occurs outside the Greater Toronto Area, additional, reasonable travel time shall be granted, upon request, to allow the affected employee the opportunity to attend to the service.

22.03 Jury Duty

An employee called to serve on jury duty or subpoenaed as a witness shall be granted leave of absence and shall retain and accrue seniority during such absence.

Employees who are required as a juror or witness shall continue to be paid the regular pay which they would have earned for their scheduled hours of work, provided that they pay any fee, not including any allowances, received for jury duty to the Employer.

22.04 General Leave

An employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and is subject to approval by the Employer.

22.05 Leave of Absence for Union Functions

Upon request to the Supervisor, an employee elected or appointed to represent the Union at a convention, conference, forum, workshop, school or other function, shall be allowed leave of absence with pay and benefits. The Union shall be responsible for paying staff's salary directly.

22.06 Professional Development

- a) Each employee shall be entitled to spend three (3) working days per year and up to three hundred dollars (\$300.00) per year towards the purpose of doing research and preparation related to his/her work, on days mutually agreed upon by the supervisor and the employee. Part time ECE's shall be entitled to two (2) working days per year. Special requests for additional working days without pay, for the purpose of doing research and preparation related to his/her work, maybe granted by the supervisor.
 - b) Assessment of students to be done during sleep time, with the students in the room, and provided that the student-in-training is present in the room.
 - c) The Employer shall compensate full time employees who are registered ECE for fifty percent (50%) cost of the annual licence with the College of ECE. This compensation will be available to employees who have completed their probationary period. Employees shall provide proof of payment and registration to the Supervisor. Should an employee leave their employment for any reason during the course of the year, they will reimburse the employer for a pro-rated amount of the costs of the annual licence.
 - d) The Employer will reimburse each employee up to fifty dollars (\$50.00) any time they are required by the Ministry of Education to take, renew or upgrade Standard First Aid Training.
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22.07 Parental Leave as a Right

Parental leave and adoption leave shall be granted as a right and in accordance with the *Employment Standards Act, 2000* (or any successor legislation). The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy.

In addition to the employee's approved leave under the *Employment Standards Act, 2000* (or successor legislation), the employee may request an additional period of unpaid leave, such that the total amount of time on leave is no more than two (2) years of leave when combined with the approved statutory parental leave. The Employer will maintain benefits as per the requirements of the *Employment Standards Act, 2000* (or successor legislation). If the employee wishes to maintain their benefits beyond these requirements, for up to two (2) years total, they may make arrangements to do so by agreeing to pay for the benefits.

The Employer will participate in a Parental Leave Benefits Program that provides for the Centre to supplement the employee's Employment Insurance benefits during the leave as follows:

- a) In the case of a parental leave of up to twelve (12) months, the employee's Employment Insurance benefits will be supplemented by an additional fifteen percent (15%) of the employee's total insurable earnings for the total length of the leave.
- b) In the case of a parental leave exceeding twelve (12) months, the employee's Employment Insurance benefits will be supplemented by an additional ten percent (10%) of the employee's total insurable earnings for a maximum of eighteen (18) months.

For clarity: In a) and b) above, employees are eligible for the same total compensation over the course of their respective leaves of twelve (12) or eighteen (18) months. If an employee originally states her intention to take a twelve (12) month leave and receives the fifteen percent (15%) top-up and then decides to extend her leave for the additional six (6) months, there would be no additional top-up provided.

This is in accordance with the Canada Employment and Immigration Commission Supplementary Unemployment Benefits (SUB) plan and will be available to all employees who have completed their probationary periods. If an employee chooses to return to work before the expiry of either her paid or unpaid maternity leave, she shall provide the Employer with at least four (4) weeks' notice. Upon return from maternity leave, the employee shall normally be placed in at least her former position.

22.08 Domestic Violence

The Employer agrees to recognize that employees sometimes face situations of violence of abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed two (2) months.

ARTICLE 23 - PAYMENT OF WAGES & ALLOWANCES**23.01 Pay Days**

The Employer shall pay salaries, bi-weekly, every second Thursday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of her/his salary, overtime and other supplementary pay and deductions.

23.02 Equal Pay for Work of Equal Value

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

23.03 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted, or reclassified to a higher paying position, for five (5) work days or more, shall be placed at an increment level in the new classification which is next higher than the previous rate.

23.04 Pay on Transfer - Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, her/his rate shall not be reduced.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**24.01 Job Descriptions and Performance Evaluations**

- a) The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent.
 - b) The Employer shall make reasonable efforts to conduct performance evaluations every year on an employee's anniversary date.
-

24.02 No Elimination of Present Classifications

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

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Employer Contributions to Medical and Life Insurance Plans

The Employer shall pay the full cost of single or family (as required by employee) coverage for full-time employees and for the Assistant Cook, for the following plans with no deductible: Extended Health Care Plan (including group life insurance, long term disability, prescription drugs, vision care and dental coverage*).

The Employer and Union will look into alternate benefit plans during the life of the Collective Agreement. The bargaining unit may request a change in provider as long as the premium remains the same for the Employer.

The Extended Health Care Plan will provide dental care up to one thousand, five hundred dollars (\$1500.00) per family member per year.

The vision coverage will be increased to include:

- a) Up to three hundred dollars (\$300.00) optical coverage every two (2) years,
- b) One (1) optometrist appointment every two (2) years.

25.02 Subsidy for Employees' Children

The Employer will provide, for those employees who wish to enroll their children in the Centre, the first available space in the appropriate age group up to a maximum of three (3) spaces and also a twenty-five percent (25%) fee reduction.

25.03 Pension Plan

The Employer agrees to participate in the Multi-Sector Pension Plan ("the Plan") and shall contribute three percent (3%) of each employee's gross wages to said fund. Each employee shall contribute three percent (3%) The terms of the Employer's participation in the Plan is set out in Letter of Understanding #1.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave,

unless a doctor or nurse states that the employee is fit for further work on that shift.

26.02 Transportation of Accident Victims

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

26.03 Health and Safety Inspections and Reporting

The parties agree to abide by the Occupational Health and Safety Act and its' regulations. i.e.: Scheduled time spent in any Health and Safety related activity (i.e.: Inspection meetings and any other duties covered by the Act) will occur during the staff's regular shift as a part of their regular duties. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace to prevent injury and illness. The Union's Health and Safety Representative shall be provided with at least one (1) hour per month to complete their inspection documenting and reporting responsibilities – if more time is needed, it may be granted by the Supervisor/Director, whether it be for completion of inspection, documenting and reporting or for follow-up. The Union's Health and Safety Representative will be provided with an opportunity to report back on activities during staff meetings.

ARTICLE 27 – GENERAL

27.01 Bulletin Boards

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

27.02 Letter of Reference

On termination of employment for any reason, the Employer shall provide a Confirmation of Employment letter on request.

27.03 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

27.04 Employee Notice of Resignation

An employee is expected to give, in writing, two (2) weeks advance notice of intended resignation.

27.05 Staff Program Time

All full-time program staff shall receive one and one-half (1½) hours of paid program time every two (2) weeks.

It is understood that this time will normally be taken within their normal hours of work and that the staff member must remain on the premises. If an employee has a special request with respect to program-related activities, the Employer may approve and provide any necessary time to do so outside of regular programming time.

To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectations of the Child Care and Early Years Act, as well as other work-related documentation, the Employer will provide enough computers to allow those scheduled for programming at the same time to access the computer, as well as a functioning computer. Employees will have the option of using their own computer/table to complete their programming. The Employer agrees to ensure wi-fi access for the Employer-provided computers.

Prior to winter and Graduation Concert, the Employer will provide staff with sufficient time to prepare and set up for concerts as determined by the Supervisor.

27.06 Membership List

The Employer shall provide to the Local Union, twice (2x) per year, a list of the members of the bargaining unit, their addresses and phone numbers.

27.07 General

Any RECE employee working at Centro Clinton under this Collective Agreement is not to perform any babysitting hours for all the families that attend Centro Clinton daycare.

ARTICLE 28 - TERM OF AGREEMENT**28.01 Duration**

- a) This Agreement shall be binding and remain in effect from January 1st, 2021 to December 31st, 2024 and shall continue from year to year thereafter
-

unless either party gives to the other party notice in writing by December 31st, in any year that it desires its termination or amendment.

- b) The Union and Employer shall make every effort to exchange proposals and begin the Collective Bargaining process by October 31st of the year preceding the year to which the Collective Agreement will apply.

28.02 Changes in Agreement

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

28.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

28.04 No Contracting-Out

The Employer and the Union agree that there shall be no participation in any WORK FARE PROGRAMS.

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

DocuSigned by:
Ester Furtado
236F89FEB74E401...
DocuSigned by:
Fernanda Carvalho
80DocuSigned by:
[Signature]
68727413D5044D7...

FOR THE EMPLOYER:

DocuSigned by:
Dorothy Czupiel
56AE63BA15D9410...
DocuSigned by:
Maria Azevedo
8F2C899697584FE...
DocuSigned by:
Michael Borrelli
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SCHEDULE A – SALARY SCALE RETROACTIVE TO JANUARY 1, 2021

Three percent (3%) increase applied to 2020 rates.

Retroactivity will be paid on all hours paid to employees.

The increases and retroactive pay will be paid not later than thirty (30) calendar days after the ratification of the Memorandum of Agreement.

		2021 TOTAL	2021 HOURLY
ECE	Start	\$55,479	\$30.48
	12 Months	\$56,771	\$31.19
	24 Months	\$58,432	\$32.11
	36 Months	\$60,429	\$33.20
Non-ECE Program Staff	Start		\$26.71
	12 Months		\$27.20
	24 Months		\$27.66
	36 Months		\$28.14
Cook	Start	\$48,421	\$26.60
	12 Months	\$48,522	\$26.66
	24 Months	\$49,826	\$27.38
	36 Months	\$52,073	\$28.61
Cook's Assistant	Start		\$16.88
	12 Months		\$18.09
Part-Time	All		\$15.91
Casual RECEs	All		\$21.43
Casual Non RECEs	All		\$17.15

SCHEDULE A – SALARY SCALE RETROACTIVE TO JANUARY 1, 2022

Three percent (3%) increase.

		2022 TOTAL	2022 HOURLY
ECE	Start	\$57,143	\$31.39
	12 Months	\$58,474	\$32.13
	24 Months	\$60,185	\$33.07
	36 Months	\$62,242	\$34.20
Non-ECE Program Staff	Start		\$27.51
	12 Months		\$28.02
	24 Months		\$28.49
	36 Months		\$28.98
Cook	Start	\$49,873	\$27.40
	12 Months	\$49,978	\$27.46
	24 Months	\$51,321	\$28.20
	36 Months	\$53,635	\$29.47
Cook's Assistant	Start		\$17.39
	12 Months		\$18.63
Part-Time	All		\$16.39
Casual RECEs	All		\$22.07
Casual Non RECEs	All		\$17.66

SCHEDULE A – SALARY SCALE EFFECTIVE JANUARY 1, 2023

Three percent (3%) increase.

		2023 TOTAL	2023 HOURLY
ECE	Start	\$58,857	\$32.33
	12 Months	\$60,228	\$33.09
	24 Months	\$61,991	\$34.06
	36 Months	\$64,109	\$35.23
Non-ECE Program Staff	Start		\$28.34
	12 Months		\$28.86
	24 Months		\$29.34
	36 Months		\$29.85
Cook	Start	\$51,369	\$28.22
	12 Months	\$51,477	\$28.28
	24 Months	\$52,861	\$29.05
	36 Months	\$55,244	\$30.35
Cook's Assistant	Start		\$17.91
	12 Months		\$19.19
Part-Time	All		\$16.88
Casual RECEs	All		\$22.73
Casual Non RECEs	All		\$18.19

SCHEDULE A – SALARY SCALE EFFECTIVE JANUARY 1, 2024

Three percent (3%) increase.

		2024 TOTAL	2024 HOURLY
ECE	Start	\$60,623	\$33.30
	12 Months	\$62,035	\$34.08
	24 Months	\$63,851	\$35.08
	36 Months	\$66,032	\$36.29
Non-ECE Program Staff	Start		\$29.19
	12 Months		\$29.73
	24 Months		\$30.22
	36 Months		\$30.75
Cook	Start	\$52,910	\$29.07
	12 Months	\$53,021	\$29.13
	24 Months	\$54,447	\$29.92
	36 Months	\$56,901	\$31.26
Cook's Assistant	Start		\$18.45
	12 Months		\$19.77
Part-Time	All		\$17.39
Casual RECEs	All		\$23.41
Casual Non RECEs	All		\$18.74

LETTER OF UNDERSTANDING #1

RE: PENSION PLAN

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

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

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

- c) "Eligible Employee" means full time employees in the bargaining unit who have completed five hundred (500) hours of employment:
2. Commencing January 1, 2019, each Eligible Employee shall contribute for each pay period an amount equal to three percent (3%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to three percent (3%) of Applicable Wages to the Plan.
3. The Employer and Employee contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributed.

Participation in the Plan commenced on January 1st, 2005.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O., 1990, Ch. P-8, as amended and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form the information shall be provided in such form to the Plan if the Administrator so requests.

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

- a) To Be Provided Once Only At Plan Commencement
-

Date of Hire
Date of Birth
Social Insurance Number
Date of First Contribution
Gender
Seniority List to include hours from date of hire to Employer's fund entry date
(for the purpose of calculating past service credit)

b) To Be Provided with Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or later enrolment by the Employer

c) To Be Provided Initially and As Status Changes

Full Address
Termination Date Where Applicable (MM/DD/YY)
Marital Status, any changes to marital status
Date of death (if applicable)

d) To be provided Annually but no later than December 31

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

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Letter of Understanding #2.
-

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

DocuSigned by:
Ester Furtado
DocuSigned by:
Fernanda Carvalho
DocuSigned by:
[Signature]
68727413D5044D7...

FOR THE EMPLOYER:

DocuSigned by:
Dorothy Czupiel
DocuSigned by:
Maria Azevedo
DocuSigned by:
Michael Bonelli
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LETTER OF UNDERSTANDING #2**RE: PARTICIPATION AGREEMENT**

In consideration of the Employer becoming a participating employer, which commenced January 1, 2005, in the Multi-Section Pension Plan ("MSPP" or the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 2484.03 of the Canadian Union of Public Employees and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.
 2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
 3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
 4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
-

5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

a) To Be Provided at Plan Commencement

- Date of Hire
- Date of Birth
- Social Insurance Number
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer's fund entry date
- Gender

b) To Be Provided with Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or later enrolment by the Employer

c) To Be Provided Initially and As Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status
- Date of death (where applicable)

d) To Be Provided Annually but no later than December 31

- Current complete address listing for all Eligible Employees;
- Period(s) of absence due to illness or disability, including WSIB;
- Period(s) of lay-off, while subject to recall;
- Period(s) of absence for pregnancy or parental leave;
- Period(s) of strike or lockout;

Other leaves of absence;

Hours worked by employees covered by the Collective Agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

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

CENTRO CLINTON DAY CARE CENTRE
MULTI-SECTOR PENSION PLAN, by its Trustees,

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

DocuSigned by:

Ester Furtado

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DocuSigned by:

Fernanda Carvalho

DocuSigned by:

[Signature]

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FOR THE EMPLOYER:

DocuSigned by:

Dorothy Czupiel

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DocuSigned by:

Maria Azevedo

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Michael Borrelli

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LETTER OF UNDERSTANDING #3

RE: NEW ECE COLLEGE

The Board offers a Letter of Agreement offering to study the ECE College standards as they are developed with the goal of ensuring high quality care and protection of employees who are working in ways that are consistent with policies and practices of our daycare.

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

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Ester Furtado
DocuSigned by:
Fernanda Carvalho
DocuSigned by:
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FOR THE EMPLOYER:

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Dorothy Czupiel
DocuSigned by:
Maria Azevedo
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Michael Borvelli
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LETTER OF UNDERSTANDING #4

RE: PENSION (MSPP) FOR PART-TIME AND CASUAL EMPLOYEES

Notwithstanding the language in Letter of Understanding #1, which limits participation in the Multi-Sector Pension Plan to employees working twenty-four (24) hours or more, it is agreed and understood that part-time and casual employees will have the right to enroll in the pension plan, in the event the employee meets the following standard (Section 31 [4] of the Pension Benefits Act):

The employee(s) meet the less of the following; they have:

- a) Earnings of not less than thirty-five percent (35%) of the Years' Maximum Pensionable Earnings with one (1) or more of the participating Employers, or;
- b) Seven hundred (700) hours of employment with one (1) or more participating Employers

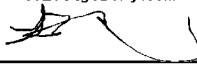
In each of the two (2) consecutive calendar years immediately before the year in which membership is applied for, or such equivalent basis as is approved by the Superintendent, as a condition precedent to membership in the Multi-Sector Pension Plan.

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

DocuSigned by:
Ester Furtado

DocuSigned by:
Fernanda Carvalho

DocuSigned by:


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FOR THE EMPLOYER:

DocuSigned by:
Dorothy Czupiel

DocuSigned by:
Maria Azevedo

DocuSigned by:
Michael Bonelli

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LETTER OF UNDERSTANDING #5

RE: FULL-TIME POSITIONS

In September of each year, the Employer will review hours available for bargaining unit work. Wherever possible, hours will be scheduled in a manner to create full-time positions, or positions with as many hours as possible going to RECEs already working split shifts. For example; if there are hours available "before school" and "after school", such hours will be combined to make one (1) position where possible.

DATED AT TORONTO, ONTARIO THIS _____

7/26/2022

FOR THE UNION:

DocuSigned by:

Ester Furtado

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Fernanda Carvalho

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[Signature]

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FOR THE EMPLOYER:

DocuSigned by:

Dorothy Czupiel

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Maria Azevedo

DocuSigned by:

Michael Borrelli

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LETTER OF UNDERSTANDING #6

RE: ARTICLE 25.02 – SUBSIDY FOR EMPLOYEES' CHILDREN

The Employer will provide, for those employees who wish to enroll their children in the Centre, the first available space in the appropriate age group up to a maximum of three (3) spaces and also a twenty-five percent (25%) fee reduction.

Notwithstanding this, in the event that the subsidy would have no net effect on the cost to the employee, with their Union representative and all relevant information will be shared.

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

DocuSigned by:
Ester Furtado
DocuSigned by:
Fernanda Carvalho
DocuSigned by:
[Signature]
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FOR THE EMPLOYER:

DocuSigned by:
Dorothy Czupiel
DocuSigned by:
Maria Arzvedo
DocuSigned by:
Michael Borrelli
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LETTER OF UNDERSTANDING #7

RE: ARTICLE 27.05 – STAFF PROGRAM TIME

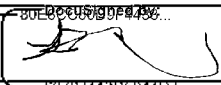
Recognizing that the current schedule has hindered the Employer’s ability to provide programming time in one (1) unbroken block to each employee, the Employer intends to explore all possibilities, include scheduling and/or staffing changes, in order to be able to provide the programming time in one (1) unbroken block to each employee where possible, beginning September 1st, 2018.

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

DocuSigned by:
Ester Furtado

DocuSigned by:
Fernanda Camalho

DocuSigned by:


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FOR THE EMPLOYER:

DocuSigned by:
Dorothy Czupiel

DocuSigned by:
Maria Arzvedo

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Michael Borrelli

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LETTER OF UNDERSTANDING #8

RE: CASUAL EMPLOYEES

The parties agree that casual employees are bargaining unit employees pursuant to Article 3.01 (Bargaining Unit). Accordingly, all provisions of the Collective Agreement shall apply to casual employees, except as otherwise amended in this Letter of Understanding.

The following Sub Articles will apply to casual employees:

ARTICLE 14:

Notwithstanding Article 14, Casual employees will accumulate seniority in the amount of nine hundred ten (910) hours equals one (1) year and will be placed on the seniority list, based on this. Hours will be calculated retroactively to January 1, 2016 for this calculation.

ARTICLE 17.01 – REGULARLY SCHEDULED HOURS AND; ARTICLE 17.02 – REGULAR WEEKLY HOURS:

Apply to casual employees only when the casual employee is covering for another employee who normally works such hours and if the work/hours have been offered in accordance with Article 18.06.

ARTICLE 17.03 – LUNCH BREAK:

Applies to casual employee if such employees are covering for employees who normally work the hours as set out in Article 17.01 and if the work/hours have been offered in accordance with Article 18.06

ARTICLE 20.02 – VACATION:

Casual employees will be entitled to vacation pay in accordance with Article 20.02 c).

ARTICLE 22.02 – PAID BEREAVEMENT LEAVE:

(with the understanding this would apply, only if they had already accepted hours).

ARTICLE 22.05 – LEAVE OF ABSENCE FOR UNION FUNCTIONS:

(with the understanding this would apply, only if they had already accepted hours).

ARTICLE 22.07 – PARENTAL LEAVE AS A RIGHT:

(but no Sub Plan)

ARTICLE 22.08 – DOMESTIC VIOLENCE LEAVE

ARTICLE 25.03 – PENSION (SUBJECT TO LOU)

The following Sub Articles will NOT apply to casual employees:

ARTICLE 20.01 – VACATION

ARTICLE 21.02 – SICK LEAVE

ARTICLE 21.03 – ACCUMULATION OF SICK LEAVE

ARTICLE 21.08 – PERSONAL NEEDS DAYS

ARTICLE 22.03 – JURY DUTY


ARTICLE 22.04 – GENERAL LEAVE

ARTICLE 22.06 – PROFESSIONAL DEVELOPMENT

ARTICLE 25.01 – EMPLOYEE BENEFIT PLAN

DATED AT TORONTO, ONTARIO THIS 7/26/2022

FOR THE UNION:

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Ester Furtado
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 DocuSigned by:
Fernanda Carvalho
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 DocuSigned by:

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FOR THE EMPLOYER:

DocuSigned by:
Dorothy Czupiel
 DocuSigned by:
Maria Azevedo
 DocuSigned by:
Michael Borrelli
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